



BIDDING DOCUMENTS

for

**Supply, Installation, Implementation & Support of an Integrated
Web-Based Enterprise Resource Planning System (ERP), Electronic
Document Management System (EDMS) and Computers**

IPC No: CWWDA/AFD/G1/2023

**Project: Improvement of Drinking Water and Sanitation Systems in
Mombasa – Mwache Project (CKE 1103)**

Purchaser: Coast Water Works Development Agency

Country: Kenya

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Table of Contents

PART 1 – Bidding Procedures..... 1

Section I. Instructions to Bidders4

Section II. Bid Data Sheet (BDS)23

Section III. Evaluation and Qualification Criteria27

Section IV. Bidding Forms36

Section V. Eligibility Criteria61

Section VI. AFD Policy - Corrupt and Fraudulent Practices– Social and Environmental
Responsibility63

PART 2 – Supply Requirements..... 66

Section VII. Schedule of Requirements67

PART 3 - Contract 183

Section VIII. General Conditions of Contract184

Section IX. Special Conditions of Contract201

Section X. Contract Forms.....211

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General.....	4
1. Scope of Bid.....	4
2. Source of Funds	4
3. Corrupt and Fraudulent Practices.....	4
4. Eligible Bidders	4
5. Eligible Goods and Related Services	5
B. Contents of Bidding Documents	6
6. Sections of Bidding Documents.....	6
7. Clarification of Bidding Documents	7
8. Amendment of Bidding Document	7
C. Preparation of Bids.....	7
9. Cost of Bidding	7
10. Language of Bid.....	7
11. Documents Comprising the Bid.....	7
12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules	8
13. Alternative Bids	8
14. Bid Prices and Discounts	8
15. Currencies of Bid and Payment	10
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services	10
17. Documents Establishing the Eligibility and Qualifications of the Bidder	12
18. Period of Validity of Bids	12
19. Bid Security	13
20. Format and Signing of Bid.....	14
D. Submission and Opening of Bids	15
21. Sealing and Marking of Bids	15
22. Deadline for Submission of Bids	15
23. Late Bids	15
24. Withdrawal, Substitution, and Modification of Bids	15
25. Bid Opening	16
E. Evaluation and Comparison of Bids	17
26. Confidentiality	17

27.	Clarification of Bids.....	17
28.	Deviations, Reservations, and Omissions.....	18
29.	Determination of Responsiveness.....	18
30.	Nonconformities, Errors and Omissions.....	18
31.	Correction of Arithmetical Errors.....	19
32.	Conversion to Single Currency.....	19
33.	Margin of Preference.....	19
34.	Evaluation of Bids.....	19
35.	Comparison of Bids.....	21
36.	Qualification of the Bidder.....	21
37.	Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids.....	21
F. Award of Contract.....		21
38.	Award Criteria.....	21
39.	Purchaser’s Right to Vary Quantities at Time of Award.....	21
40.	Notification of Award.....	21
41.	Signing of Contract.....	22
42.	Performance Security.....	22

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the Procurement of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Procurement Competition (IPC) are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) If the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Purchaser **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the Agence Française de Développement (hereinafter called “the AFD”), toward the project named **in BDS**. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 3. Corrupt and Fraudulent Practices**
 - 3.1 The AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.
- 4. Eligible Bidders**
 - 4.1 A Bidder may be a firm that is a private entity, a state-owned entity- subject to ITB 4.3- or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
 - 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to

have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) Receives or has received any direct or indirect subsidy from another Bidder; or
- (c) Has the same legal representative as another Bidder; or
- (d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or
- (g) Any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
- (h) Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the AFD throughout the procurement process and execution of the contract.

4.3 The AFD's eligibility criteria to bid are described in Section V, Eligibility criteria.

4.4 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the execution of a Bid-Securing Declaration.

4.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the AFD may have their origin in any country in accordance with Section V, Eligibility Criteria.

- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 - Bidding Procedures

- Section I. Instructions to Bidders (ITB);
- Section II. Bidding Data Sheet (BDS);
- Section III. Evaluation and Qualification Criteria;
- Section IV. Bidding Forms;
- Section V. Eligibility Criteria;
- Section VI. AFD Policy - Corrupt and Fraudulent Practices and Social and Environmental Responsibility;

PART 2 - Supply Requirements

- Section VII. Schedule of Requirements;

PART 3 - Contract

- Section VIII. General Conditions of Contract (GCC);
- Section IX. Special Conditions of Contract (SCC);
- Section X. Contract Forms.

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

- 7. Clarification of Bidding Documents** 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 14 (fourteen) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document** 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid submission Form and the Bidding Forms in accordance with ITB 12;
 - (b) Completed schedules, in accordance with ITB 12 and 14;
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

- (d) Alternative bids, if permissible, in accordance with ITB 13;
- (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
- (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (i) Documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (j) Documentary evidence in accordance with ITB 16 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (k) Any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Bid Submission Form information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules

12.1 The Bid Submission Form, the Bidding Forms and the Statement of Integrity and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Bid Submission Form.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The term CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligibility Criteria. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligibility Criteria. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
- (i) The price of the Goods quoted CIP named place of destination, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; and
- (ii) Any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.

- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
- (i) The price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, **as specified in the BDS**; and
 - (ii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
- (i) The price of the Goods, quoted CIP named place of destination, excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (ii) All custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported in the Purchaser's country, payable on the Goods, if the Contract is awarded to the Bidder;
 - (iii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (d) For Related Services specified in Section VII - Schedule of Requirements:
- (i) The price of each item comprising the Related Services (exclusive of any applicable taxes);
 - (ii) All custom duties, sales and other taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

- 15. Currencies of Bid and Payment** 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS**.
- 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the

documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) That, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) That, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**;
 - (b) In the case of adjustable price contracts, no adjustment shall be made;
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) An irrevocable letter of credit;
 - (c) A cashier's or certified check; or
 - (d) Another security **specified in the BDS**;
- from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
 - (b) If the successful Bidder fails to:

- (i) Sign the Contract in accordance with ITB 41; or
- (ii) Furnish a performance security in accordance with ITB 42.

19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
- (b) If the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Purchaser may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Bid shall be signed by every member of the proposed JV.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
 - (b) Be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) Bear the specific identification of this bidding process indicated in ITB 1.1; and
 - (d) Bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) Prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25. Bid Opening

25.1 Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted, in accordance with ITB 22.1, shall be as **specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Bid Submission Form and the Price Schedules are to be initialed by a minimum of three representatives of the Purchaser attending bid opening. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot

(contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 29. Determination of Responsiveness**
- 29.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) If accepted, would:
 - (i) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or
 - (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonmaterial nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid.

Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

**32. Conversion to
Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

**33. Margin of
Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

**34. Evaluation of
Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid (evaluation will be done for Items or Lots (contracts), as **specified in the BDS**), the Purchaser shall consider the following:

- (a) The Bid Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) Price adjustment due to discounts offered in accordance with ITB 14.4;

- (d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 32;
 - (f) The additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) In the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) In the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Bidder;
 - (d) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified** in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in Section III, Evaluation and Qualification Criteria.
- 34.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Purchaser's estimate, the Purchaser shall require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the supply requirements and the method and schedule

proposed. If one or several inconsistencies are evidenced, the bid shall be declared non-compliant and rejected.

- 35. Comparison of Bids** 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid.
- 36. Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria** 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's Right to Vary Quantities at Time of Award** 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the AFD that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The number of the Invitation for Bids is: CWWDA/AFD/G1/2023
ITB 1.1	The Purchaser is: Coast Water Works Development Agency P.O. BOX 90417-80100, Mombasa
ITB 1.1	<p>The name of the IPC: Supply, Installation, Implementation & Support of an Integrated Web-Based Enterprise Resource Planning System (ERP), Electronic Document Management System (EDMS) and Computers</p> <p>Identification number of the IPC: CWWDA/AFD/G1/2023</p> <p>Lot 1: Supply, Installation, Implementation & Support of an Integrated Web-Based Enterprise Resource Planning System (ERP) for CWWDA with Associated Hardware and Software</p> <p>Lot 2: Supply, Installation, and Implementation of an Electronic Document Management System (EDMS) with Associated Hardware and Software</p> <p>Lot 3: Supply and delivery of laptops and all in one desktops.</p>
ITB 2.1	Improvement of Drinking Water and Sanitation Systems in Mombasa – Mwache Project (CKE 1103)
	B. Contents of Bidding Documents
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: CHIEF EXECUTIVE OFFICER</p> <p style="text-align: center;">COAST WATER WORKS DEVELOPMENT AGENCY</p> <p>Address: MIKINDANI STREET, OFF NKURUMAH ROAD</p> <p>City: MOMBASA</p> <p>Country: KENYA</p> <p>Email address: info@cwvda.go.ke, procurement@cwvda.go.ke,</p>

	Requests for clarification should be received by the Purchaser no later than: 14 days before date of opening.
ITB 7.1	Web page: www.cwwda.go.ke/tenders
	C. Preparation of Bids
ITB 10.1	The language of the bid is English . All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.
ITB 11.1 (k)	The Bidder shall submit the following additional documents in its bid: Brochures, Manufacturer’s Authorization Letter,
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The prices quoted by the Bidder <i>shall not</i> be adjustable.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to 100 percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is Incoterms 2010 However, the definition of the place and date associated with “delivery” is modified as follows: (a) Under “CIP” Incoterms defines “delivery” as the place and date where risk transfers from the seller to the buyer; (b) In these Bidding Documents, when using “CIP” and not referring to the transfer of risk, the term “delivery” shall be interpreted as the date and place where the Goods and Related Services arrive at the <u>named place of destination</u> , and this date should be reflected in the Delivery and Completion Schedule.
ITB 14.8 (b) (i)	Named Place of Destination: Coast Water Works Development Agency Head Office at Mikindani Street, Mombasa and other branch offices at Tiwi, Baricho and Mazaras.
ITB 15.1	The prices shall be quoted by the bidder in: Kenya Shilling
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5 years
ITB 17.2 (a)	Manufacturer’s authorization is: required

ITB 17.2 (b)	After sales service is: required												
ITB 18.1	The bid validity period shall be 119 days.												
ITB 18.3 (a)	The bid price shall be adjusted by the following factor: N/A												
ITB 19.1	<p>A Bid Security is required in form of a bank guarantee from a reputable bank with a validity of 28 days beyond the bid validity date.</p> <p>If a bid security shall be required, the amount and currency of the bid security shall be:</p> <table border="1"> <thead> <tr> <th>Lot</th> <th>Lot Description</th> <th>Security KES</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Supply, Installation, Implementation & Support of an Integrated Web-Based Enterprise Resource Planning System (ERP) for CWWDA with Associated Hardware and Software</td> <td>1,800,000.00</td> </tr> <tr> <td>2.</td> <td>Supply, Installation, and Implementation of an Electronic Document Management System (EDMS) with Associated Hardware and Software</td> <td>576,000.00</td> </tr> <tr> <td>3.</td> <td>Supply and delivery of laptops and all in one desktops and laptops</td> <td>350,000.00</td> </tr> </tbody> </table>	Lot	Lot Description	Security KES	1.	Supply, Installation, Implementation & Support of an Integrated Web-Based Enterprise Resource Planning System (ERP) for CWWDA with Associated Hardware and Software	1,800,000.00	2.	Supply, Installation, and Implementation of an Electronic Document Management System (EDMS) with Associated Hardware and Software	576,000.00	3.	Supply and delivery of laptops and all in one desktops and laptops	350,000.00
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ITB 19.3 (d)	Other types of acceptable securities: N/A												
ITB 20.1	In addition to the original of the bid, the number of copies is: two (2) .												
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney												
D. Submission and Opening of Bids													
ITB 22.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: CHIEF EXECUTIVE OFFICER COAST WATER WORKS DEVELOPMENT AGENCY</p> <p>Address: MIKINDANI STREET, OFF NKURUMAH ROAD City: MOMBASA Country: KENYA Place: CEO's Boardroom</p> <p>The deadline for Bid submission is: Date: 5th December 2023 Time: 12.00 PM (East African Time)</p>												

ITB 22.1	Bidders shall not have the option of submitting their bids electronically.
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Attention: COAST WATER WORKS DEVELOPMENT AGENCY Address: MIKINDANI STREET, OFF NKURUMAH ROAD City: MOMBASA Country: KENYA Place: CEO's Boardroom, Date: 5th December 2023 Time: 12.05 PM (East African Time)</p>
	E. Evaluation and Comparison of Bids
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Kenya shillings</p> <p>The source of exchange rate shall be: Central Bank of Kenya</p> <p>The date for the exchange rate shall be: Submission deadline</p>
ITB 33.1	A margin of domestic preference <i>shall not</i> apply.
ITB 34.2	Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the highest price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
	F. Award of Contract
ITB 39.1	<p>The maximum percentage by which quantities may be increased is: 10%</p> <p>The maximum percentage by which quantities may be decreased is: 10%</p>

Section III. Evaluation and Qualification Criteria

Contents

1. Evaluation (ITB 34)	28
2. Qualification (ITB 36).....	30
3. Domestic Preference (ITB 33).....	35

1. Evaluation (ITB 34)

1.1 Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of Bids for Goods may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f), using the following criteria and methodologies.

(a) **Delivery Schedule**

The vender shall provide a delivery schedule for the associated hardware and services as proposed.

(b) **Cost of major replacement components, and mandatory spare parts**

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS sub-clause 16.4 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.

(c) **Operating and/or Maintenance Costs**

An adjustment to take into account the extended operating and/or maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only. The adjustment will be calculated by:

- (i) Aggregating the operating and/or maintenance average annual rate priced by the Bidder in its Bid over a period of **Three** years;

(d) **Performance and Productivity of the Equipment**

- (i) An adjustment representing the capitalized losses over the life of the plant will be added to the Bid price for evaluation purposes. The adjustment will be based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology below: **N/A**;

(e) **Specific Additional Criteria**

[N/A]

1.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, 2. Qualification (ITB 36)).

The Purchaser shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6;
- (b) Take into account:
 - (i) The lowest-evaluated bid for each lot; and
 - (ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

2. Qualification (ITB 36)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the tables below shall not be used in the evaluation of the Bidder's qualifications.

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
1.3	AFD Eligibility	Not being ineligible for AFD financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Bid Submission Form)
1.4	State-owned Entity	Meets conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Termination of a contract did not occur as a result of Supplier default in the past 5 years.	Must meet requirement ²	Must meet requirements	Must meet requirement ¹	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Purchaser or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	All pending litigation shall in total not represent more than one hundred percent (100%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

¹ This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	<p>Submission of audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 YEARS to demonstrate the current soundness of the Bidder's financial position based on the following criteria:</p> <p>a) liquidity ratio ≥ 1.1 ((Current Assets) / (Current Liabilities) ≥ 1.1)</p> <p>b) indebtedness ratio $\leq 80\%$ ((Total Liabilities) x 100 / (Total Assets) $\leq 80\%$)]</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1, with attachments
3.2	Average Annual Supplier Turnover	<p>Minimum average annual supplier turnover of KES 200 Million (Kenya Shillings Two hundred Million), calculated as total certified payments received for contracts in progress and/or completed within the last 3 years</p>	Must meet requirement	Must meet requirement	Must meet twenty-five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1	Similar Experience	<p>A minimum number of similar² contracts specified below that have been satisfactorily and substantially³ completed as Supplier, or joint venture member⁴, for the last 10 years.</p> <p>Previous handling of at least 3 ERP projects in the public sector and 2 ERP projects in the private sector. At least one project valued at over 100 million</p> <p>The successfully completed similar contracts shall be documented by a copy of an Operational acceptance</p>	Must meet requirement	Must meet requirement ⁵	N/A	N/A	Form EXP 4.1

² The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Schedule of Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

³ Substantial completion shall be based on 80% or more completed under the contract.

⁴ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement.

⁵ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		certificate (or equivalent documentation satisfactory to the Purchaser) issued by the purchaser(s)					
4.2	Specific Experience	Participation as a prime supplier, management contractor, JV member, sub-contractor, in at least five (5) relevant full life-cycle ERP implementations in the last six (6) years that have been successfully and substantially completed and that are similar to the proposed ERP. At least one of the client references provided must relate to implementation of a public-sector ERP solution in a works development organization/Authority.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.1

3. Domestic Preference (ITB 33)**Not Applicable**

Section IV. Bidding Forms

Table of Forms

Bid Submission Form	37
Form ELI-1.1: Bidder Information Form	43
Form ELI-1.2: Bidder's JV Information Form.....	44
Form CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History.....	45
Form FIN-3.1: Financial Situation and Performance	47
Form FIN-3.2: Average Annual Turnover	49
Form EXP-4.1: Experience	50
Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported 53	
Price Schedule: Goods Manufactured Outside the Purchaser's Country, Already Imported	54
Price Schedule: Goods Manufactured in the Purchaser's Country	55
Price and Completion Schedule - Related Services	56
Form of Bid Security (Bank Guarantee)	57
Form of Bid-Securing Declaration	59
Manufacturer's Authorization	60

Bid Submission Form

[The Bidder shall prepare his Bid Submission Form on a Letterhead paper specifying his name and address]

Date: _____

IPC No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4.2;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.4;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods: _____
_____;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
 - i) In case of only one lot, total price of the Bid

 - ii) In case of multiple lots, total price of each lot _____
 - iii) In case of multiple lots, total price of all lots (sum of all lots) _____
- (f) The discounts offered and the methodology for their application are:
 - i) The discounts offered are: _____
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: _____
- (g) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand and accept that the Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Appendix to Bid Submission Form

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "**Contract**")

To: _____ (The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

- 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
 - 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5) In the case of procurement of goods, works or plants:
 - i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
 4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
 6. In the context of the procurement process and performance of the corresponding contract:

- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
- 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
- 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
- 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁶: _____

Signature: _____ Dated:

⁶ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Form ELI-1.1: Bidder Information Form

Date: _____
IPC No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of constitution: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of constitution:
Bidder's legal address [in country of constitution]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1; <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: <ul style="list-style-type: none"> a) Legal and financial autonomy; b) Operation under commercial law; c) Establishing that the Bidder is not dependent agency of the Purchaser.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI-1.2: Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____
IPC No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of constitution:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing: a) Legal and financial autonomy; b) Operation in accordance with commercial law; and c) Absence of dependent status, in accordance with ITB 4.3.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History

(to be completed by the Bidder and by each member of the Bidder's JV)

Bidder's Name: _____

Date: _____

JV Member's Name _____

IPC No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, subclause 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, subclause 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, subclause 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, subclause 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ Equivalent (exchange rate)
		Contract Identification: _____ Name of Purchaser: _____ Address of Purchaser: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Form FIN-3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

IPC No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, US\$ equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 15 for the exchange rate

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member);
 - (b) Be independently audited or certified in accordance with local legislation;
 - (c) Be complete, including all notes to the financial statements;
 - (d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements⁷ for the _____ years required above and complying with the requirements.

⁷ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN-3.2: Average Annual Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

IPC No. and title: _____

Page _____ of _____ pages

		Annual turnover data	
Year	Amount Currency	Exchange rate	US\$ equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form EXP-4.1: Experience

Bidder's Legal Name: _____

Date: _____

JV Member's Legal Name: _____

IPC No.: _____

Page _____ of _____ pages

Similar Contract No. __/insert specific number] of [total number of contracts] __ required	Information	
Contract Identification	_____	
Award date	_____	
Completion date	_____	
Role in Contract	_____	
Total contract amount	_____	US\$ equivalent____ _____
If member in a JV, specify participation in total contract amount	_____%	US\$ equivalent_____
Purchaser's Name:	_____	
Address:	_____	
Telephone/fax number:	_____	
E-mail:	_____	

**Form EXP – 4.1 (cont.)
Experience (cont.)**

Bidder’s Legal Name: _____ Page _____ of _____ pages
 JV Member’s Legal Name: _____

Similar Contract No. __ /insert specific number] of [total number of contracts] __ required	Information
Description of the similarity in accordance with Sub-Factor 4.1 or 4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C bids, goods to be imported) Currencies in accordance with ITB Sub-Clause 15							Date: _____ IPC No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit price CIP <i>[insert named place of destination]</i> in accordance with ITB 14.8(b)(i)	Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	Total Price per Line item (Col. 5x6)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert sales and other taxes paid or payable per item if Contract is awarded]</i>	<i>[insert total price of the line item]</i>
Total Price							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, Already Imported

(Group C bids, Goods already imported)								Date: _____
Currencies in accordance with ITB Sub-Clause 15								IPC No: _____
								Alternative No: _____
								Page N° _____ of _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	CIP Unit price excluding Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(c)(iii)	Total Price per line item (Col. 5x6)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB Sub-Clause 15				Date: _____ IPC No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6*	7	8
Line Item N°	Description of Goods	Delivery Date at named place of destination	Quantity and physical unit	Unit price CIP	Cost of local labor, raw materials, transportation, insurance and components with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 4 x 5)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert CIP unit price]</i>	<i>[Insert cost of local labor, raw material, transportation, insurance and components from within the Purchase's country as a % of the CIP price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price							

- Only in case of Domestic Preference applies

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Clause 15							Date: _____ IPC No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7	8
Service N°	Description of Services	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit Price net of duties and applicable taxes, in accordance with ITB 14.8 (d) (i)	Duties and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(d)(ii)	Total Price per Service net of duties and taxes (Col.5 x 6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at named place of destination]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert duties and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Bid Price							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Invitation for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____ [signature(s)]

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Form of Bid, or any extension thereto provided by us; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the bid.]

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

IPC No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us:
[insert name and or brief description of the Goods],

and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2) Have been:
 - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;
 - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual

- obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
- 2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
- 2.6) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debar>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;
- 2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD's satisfaction, through all relevant documents, including its Charter and other information the AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. AFD Policy - Corrupt and Fraudulent Practices– Social and Environmental Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
 - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.

(b) A Public Officer shall be construed as meaning:

- (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
- (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

- (i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
- (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

- (i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
- (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
- (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- (i) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and

regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

- (ii) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule	68
2. List of Related Services and Completion Schedule.....	Error! Bookmark not defined.
3. Technical Specifications	76
4. Drawings	76
5. Inspections and Tests	182

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Named place of Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date at named place of destination	Latest Delivery Date at named place of destination	Bidder's offered Delivery date at named place of destination [<i>to be provided by the bidder</i>]
Lot 1(a)	Upgrade, Supply, Delivery, Implementation & Support of an Integrated Web-Based Enterprise Resource Planning System (ERP) for CWWDA with 3 years maintenance and licensing after commissioning. Payment for Licensing and maintenance will be done annually.	30 user licenses	License	CWWDA offices: Head Office- Mombasa, Tiwi, Mazeras & Baricho	Immediately following the date of effectiveness of signing of the contract	365days (1year) After signing of the contract.	
(b)	Supply, delivery, assembling, installation, configuration and testing of servers with their appropriate software and accessories	2	No.	CWWDA offices: Head Office Mombasa	Immediately following the date of effectiveness of signing of the contract	120days	
(c)	Supply and Installation of Three (three) UPS	3	No	CWWDA offices: Head	Immediately following the date of effectiveness of	120days	

				Office- Mombasa	signing of the contract		
(d)	Supply, delivery, installation, configuration and testing of a Backup/ Restore solution with its appropriate software and accessories.	Whole	Service	CWWDA offices: Head Office	Immediately following the date of effectiveness of signing of the contract	120days	
(e)	Supply, delivery, installation, configuration and testing of a Smart POE Switches with their appropriate software and accessories.	3	No	CWWDA offices: Head Office	Immediately following the date of effectiveness of signing of the contract	120days	
(f)	Supply, delivery, installation, setup and testing of 15kva Solar power solution with its appropriate accessories	1	No	CWWDA offices: Head Office	Immediately following the date of effectiveness of signing of the contract	120days	
(h)	Supply, delivery, installation, setup and testing of 5KVA Solar power solution for Baricho & Mazeras stations with their appropriate accessories.	2	No	CWWDA offices: Head Office	Immediately following the date of effectiveness of signing of the contract	120days	
Lot 2(a)	Supply, installation, implementation, training of electronic document management system (EDMS), digitization/ indexing and workflows with 3 years maintenance and licensing after commissioning . Payment for Licensing and maintenance will be done annually.	1	Service	CWWDA offices: Head Office- Mombasa	Immediately following the date of effectiveness of signing of the contract	120days	

(b)	Supply, delivery, installation, configuration and testing of a Network Attached Storage (NAS) device with its appropriate accessories.	1	No	CWWDA offices: Head Office	Immediately following the date of effectiveness of signing of the contract	120days	
(c)	Supply, delivery, installation, configuration and testing of printers with their appropriate accessories.	9	No	CWWDA offices: Head Office- Mombasa	Immediately following the date of effectiveness of signing of the contract	120days	
(d)	Supply, delivery, installation, configuration and testing of Scanners with their appropriate accessories.	3	No	CWWDA offices: Head Office- Mombasa	Immediately following the date of effectiveness of signing of the contract	120days	
Lot3(a)	Supply and delivery of All in One Desktops	11	No	CWWDA offices: Head Office	Immediately following the date of effectiveness of signing of the contract	120days	
(b)	Supply and delivery of Laptops	50	No	CWWDA offices: Head Office	Immediately following the date of effectiveness of signing of the contract	120days	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
Lot 1(a)	Upgrade, Supply, Delivery, Implementation & Support of an Integrated Web-Based Enterprise Resource Planning System (ERP) for CWWDA with 3 years maintenance and licensing after commissioning: <ul style="list-style-type: none"> I. Setups and configuration of trial license(s) during implementation II. Migration of historical data and data validation III. Customization per modules IV. User acceptance testing V. Training and documentation VI. Testing and commissioning VII. Post go-live support and licensing (3 years). Payment for Licensing and maintenance will be done annually. 	30 user licenses	N/A	CWWDA offices: Head Office-Mombasa, Tiwi, Mazeras & Baricho	365days (1years) After signing of the contract for items I - VI. Item VII – 3 years

(b)	Supply, delivery, assembling, installation, configuration and testing of servers with their appropriate software and accessories: I. Setups and configuration of license(s) Operating Systems, Virtualization and Active Directory II. Training and documentation III. User acceptance testing IV. Testing and commissioning V. Post go-live support and Licensing (3years)	2	No.	CWWDA offices: Head Office-Mombasa	120days(items I – IV) Item V –3 years
(c)	Supply and Installation of three (3) UPS: I. Setups and configuration II. Training III. Post commissioning support and maintenance (3 years)	3	No	CWWDA offices: Head Office-Mombasa	120days(for items I and II) Item III - 3 years
(d)	Provision, delivery, installation, configuration and testing of a Backup/ Restore solution with its appropriate software and accessories: I. Setups and configuration II. Training and documentation III. User acceptance testing IV. Testing and commissioning V. Post go-live support and licensing (3 years) Payment for Licensing and maintenance will be done annually	Whole	No	CWWDA offices: Head Office-Mombasa	120days(items I – IV) Item V –3 years

(e)	Supply, delivery, installation, configuration and testing of a Smart POE Switches with their appropriate software and accessories: I. Setups and configuration II. Training and documentation of configurations III. User acceptance testing IV. Post commissioning, support and maintenance (3 years)	3	No	CWWDA offices: Head Office-Mombasa	120days(items I – III) Item IV –3 years
(f)	Provision, delivery, installation, setup and testing of 15kva Solar power solution with its appropriate accessories: I. Setups and configuration II. Training and documentation III. User acceptance testing IV. Post commissioning support and maintenance (3 years)	1	N/A	CWWDA offices: Head Office-Mombasa	120days (items I – III) item IV –3 years
(g)	Provision, delivery, installation, setup and testing of 5KVA Solar power solution for Baricho & Mazeras stations with their appropriate accessories: I. Setups and configuration II. Training and documentation III. User acceptance testing IV. Post commissioning user support and maintenance (3 years)	2	No	CWWDA offices: Mazeras and Baricho	120days (items I – III) Item IV –3 years

Lot 2(a)	<p>Supply, installation, implementation, training of electronic document management system (EDMS), digitization/ indexing and workflows with 3 years maintenance and licensing after commissioning:</p> <ul style="list-style-type: none"> I. Setups and configuration of license(s) II. Customization and User acceptance tests III. Document scanning and bureau services (500,000 documents) IV. Training and documentation V. User acceptance testing VI. Testing and commissioning VII. Post go-live support and licensing three (3) years. Payment for Licensing and maintenance will be done annually. 	1	N/A	CWWDA offices: Head Office-Mombasa	120days (items I – VI) Item VII –3 years
(b)	<p>Supply, delivery, installation, configuration and testing of printers with their appropriate accessories:</p> <ul style="list-style-type: none"> I. Setups and configuration II. Training and documentation III. Post commissioning support and maintenance (3 years) 	6	No	CWWDA offices: Head Office-Mombasa	120days (items I – II) Item III –3 years
(c)	<p>Supply, delivery, installation, configuration and testing of Scanners with their appropriate accessories:</p> <ul style="list-style-type: none"> I. Setups and configuration II. Training III. Post commissioning support and maintenance (3 years) 	3	No	CWWDA offices: Head Office-Mombasa	120days (items I – II) Item III –3 years

(d)	Supply, delivery, installation, configuration and testing of a Network Attached Storage (NAS) device with its appropriate accessories: I. Setups and configuration II. Training and documentation III. User acceptance testing IV. Testing and commissioning V. Payment for Licensing and maintenance will be done annually.	1	No	CWWDA offices: Head Office	120days (items I – IV) Item V –3 years
Lot3(a)	Supply and delivery of All in one desktops	11	No	CWWDA offices: Head Office-Mombasa	120days
(b)	Supply and delivery of Laptops	50	No	CWWDA offices: Head Office-Mombasa	120days

2. Technical Specifications

- 1. Background and Informative Materials**
- 2. Functional, Architectural and Performance Requirements for Lot 1 and Lot 2**
- 3. Service Specifications – Supply & Install Items for Lot 1 and Lot 2**
- 4. Technology Specifications – Supply & Installation of Related hardware for Lot 1, Lot 2 and Lot 3**

A. BACKGROUND

0.1 The Purchaser

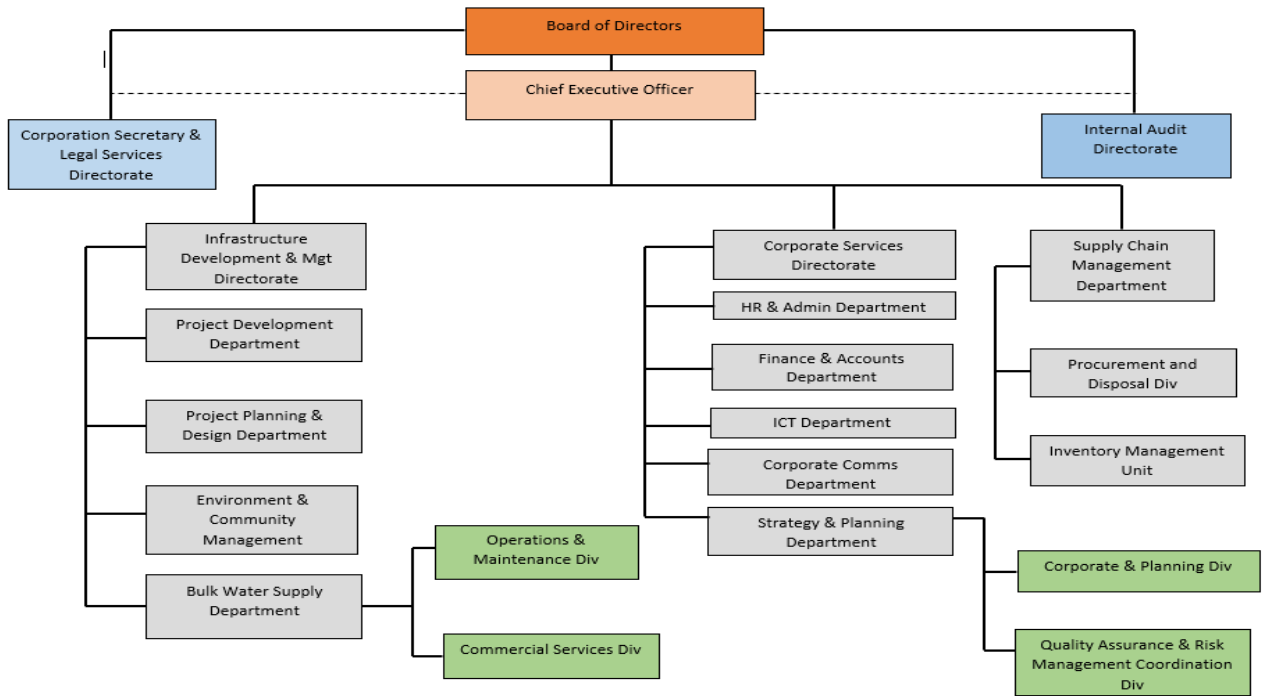
The Coast Water Works Development Agency is a parastatal (Government Owned and Autonomous) created under the Water Act, 2016 and established through a Gazette Notice No. 59 of 26th April 2019. The Board's main responsibility is the provision of efficient and economical water and sanitation services to the people of the Coast Region.

The Mandate of Coast Water Works Development Agency is to:

1. To develop and maintain sustainable water and sanitation infrastructure within the Coast Region
2. Operate the waterworks and provide water services as a water service provider, until such a time as responsibility for the operation and management of the waterworks are handed over to a county government, joint committee, authority of county governments or water services provider within whose area of jurisdiction or supply the waterworks is located.
3. Provide reserve capacity for purposes of providing water services where the Regulatory Board orders the transfer of water services functions from a defaulting water services provider to another licensee
4. Provide technical services and capacity building to county governments and water services providers within the Coast Region as may be requested.
5. Provide to the Cabinet Secretary technical support in the discharge of his or her functions under the Constitution and this Act (Constitution, 2017)

CWWDA Staff are using Microsoft Dynamics GP Version 2018 and it intends to automate all its internal business processes and integrating them to increase organizational efficiency by managing and improving how company resources are utilized, by upgrading the system to a more modern on-premise ERP. CWWDA require 30 user licenses on accessing the Integrated ERP and at the same time serve the entire staff (i.e. 178) either through light interfaces, or self-service portals etc

CWWDA Organogram



The key modules involved are:

1. Finance and Accounts Management
2. Project Management, Administration (Contractors Portal) and Accounting
3. Human Resources Management and Payroll (Staff Portal)
4. Supply chain management (e-Procurement, Inventory, Stores and Contract Management)
5. Transport, Fuel, Vehicle and Maintenance Management
6. Risk, Compliance and Audit
7. CEO’s Office/Administration
8. Strategy, Planning & Performance Contracting
9. Corporate Communication & Marketing
10. Legal and Corporation Services
11. ICT Administration
12. Electronic Document Management System (EDMS) (as an independent solution but integrating with the proposed ERP).

Licenses Required	
1. Finance and accounts management	6
2. Project management, Administration (Contractors Portal) and Accounting	4
3. Human Resources Management and Payroll	4
4. Supply chain management (eProcurement, Inventory, Stores and Contract Management)	4
5. Risk, Compliance and Audit (ERP-related functions only)	2
6. CEO’s Office/Administration	2

7. Strategy, Planning & Performance Contracting	2
8. Corporate Communication & Marketing	2
9. Legal Services	2
10. ICT Administration	2
	30

CWWDA's project management and decision-making core team in relation to this project will be derived from the various functional units of its structure. CWWDA has a total of 178 Staff spread within the following functional units:

Staff Distribution	
Infrastructure	20
Corporate Services	29
Bulk Unit	108
Legal	3
Internal Audit	4
Strategy and Planning	3
Supply Chain Management	8

0.2 Technical Responsive Checklist

For each of the following Technical Requirements, the Bidder must describe how its Technical bid responds to each requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any included in the bid. The cross reference should identify the relevant document(s), page numbers and paragraph(s).

0.3 The Legal, Regulatory, and Normative Context for the Integrated ERP and EDMS

The ERP and EDMS MUST comply with the following laws and regulations (where no formal certificate exists, the vendor shall give other forms of proof for compliance or a written commitment to comply to the stated standards):

- a. ISO 90003: Software engineering Guidelines
- b. ISO/IEC 26514:2008: Systems and software engineering -- Requirements for designers and developers of user documentation
- c. ISO_IEC_27002_2013: Code of practice for information security
- d. ISF 2011 Standard of Good Practice for Information Security
- e. ICT Authority Standards
- f. e-Government Standards
- g. Public Finance Acts
- h. The Public Procurement and Asset Disposal Act

0.4 Existing systems / technologies relevant to the Integrated -ERP

- CWWDA has currently deployed an on-premise Microsoft Dynamic GP 2018 for Financial Management, Procurement and third part payroll which has **10 concurrent licenses** registered. These systems will establish the technological context for the implementation of the ERP. Microsoft Dynamics GP is running on SQL server 2017

0.5 Available training facilities to support the implementation of the Integrated -ERP

- CWWDA does not have any training facilities in its premise.

0.6 Site drawings and site survey information relevant to the Integrated -ERP

- The Integrated on-premise ERP system will be deployed at CWWDA's Head Office but training will take place on all four sites. Secondary backup server will be deployed at Mazeras.
- The current server in use is located at the Head Office. The integrated ERP will be installed on a primary server at CWWDA's Head Office and the second server will be used as a backup server for business continuity incase of power interruptions, program failure etc.

0.7 Duration of Implementation

- The winning bidder will implement the on-premise integrated ERP in 12 months followed by annual renewal fees for a period of three years post commissioning and its warranty, Enterprise Relational Database Management System (RDBMS) licenses and all the relevant hardware licenses as listed."
- The winning bidder will implement the on-premise EDMS in 120days Including all annual renewal fees for a period of three years post commissioning and its Enterprise Relational Database Management System (RDBMS) licenses and all the relevant hardware as listed."

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS FOR LOT 1, LOT 2 & LOT 3

1.2 Business Function Requirements for the Integrated ERP must support:

- 1.2.1 The on-premise Integrated -ERP must support the following business functions
 - 1.2.1.1 Finance and accounts management
 - 1.2.1.2 Project management, Administration (Contractors Portal) and Accounting
 - 1.2.1.3 Human Resources Management and Payroll
 - 1.2.1.4 Supply chain management (e-Procurement, Inventory, Stores and Contract Management)
 - 1.2.1.5 Risk, Compliance and Audit (ERP-related functions only)
 - 1.2.1.6 CEO's Office/Administration
 - 1.2.1.7 Strategy, Planning & Performance Contracting
 - 1.2.1.8 Corporate Communication & Marketing
 - 1.2.1.9 Legal Services
 - 1.2.1.10 ICT Administration
- 1.2.2 The vendor shall supply the core ERP software with all the modules listed above with **Thirty (30) FULL user licenses** for the Core ERP (Including all annual renewal fees and support for a period of three years post commissioning) and its Enterprise Relational Database Management System (RDBMS) licenses all the relevant hardware as listed. The ERP software will serve the entire staff (i.e. 178) of CWWDA either through light interfaces, or self-service portals etc.
- 1.2.3 The vendor should offer **Three (3) years of post-implementation support Services** for the Integrated -ERP.

LOT 2:

- 1.2.4 Electronic Document Management System (EDMS) and all the relevant hardware as listed.
- 1.2.5 Unlimited number of documents to be managed by the EDMS.
- 1.2.6 Three (3) year post implementation support services.

1.3 Architectural Requirements of the Integrated -ERP

- 1.3.1 The ERP must be supplied and configured to implement the following architecture.
- 1.3.2 **Database Management:** A reliable latest version of a database with faster input and retrieval of transactions should be in place. Database type should support big data and faster retrieval. Database environment should support easier backup, query executions, function creation, replication and easier

retrieval of data through its user interface. Integration through APIs and other third-party systems should be supported.

- 1.3.3 **Management Information System (MIS):** - The ERP should have an allocated area for retrieval of data and reports to the users. Representation of data should meet good user interface (UI) for easier read through data and reports, this include use of graphs, pie charts, tables etc. Each account should have a dashboard for a daily summary or weekly and the information displayed should be dynamic to what the user wants. MIS should be generated from the shared database and transaction processing systems. Identified Key Performance Indicators (KPIs) for each of the key users and other Information will be part of MIS. Identification of KPI and CSF (Critical Success Factor) will be done for major processes and projects which will be done periodically by the Agency. Accounts set in place should be configured with their rights so as to access the data. Exportation of data and reports should support the modern formats such as CSV, PDF, XSL, DOCS etc.
- 1.3.4 **Decision Support System (DSS):** The proposed ERP should aid at the core business in decision-making activities that require judgment, determination, and a sequence of actions. The ERP should assist the mid- and high-level management by analyzing huge volumes of unstructured data and accumulating information that can help to solve problems and help in decision-making. This DSS is either human-powered, automated, or a combination of both.
- 1.3.5 **Work Flow Management** for dynamic workflow, the ERP should have an allocated portal where administrators could make workflows and have permission set for each transaction. The ERP should support editing of pre-made workflows for easier implementation and fast dynamic changes. It should include design and implementation of formats for initiating requests, approvals, information sharing, planning/scheduling for activities, booking for shared resources etc.
- 1.3.6 **Enterprise Portals:** The on-premise ERP should include portals to serve:
- I. Employees (Employee Self Service portal)
 - II. Vendors (e-Procurement portal),
 - III. Job applicants
 - IV. e-Recruitment
 - V. Project contractors (Contractor's portal).

The ERP should support multiple user login through individual portals where users could access or add data with allocated restrictions and rights. For web-based ERP, the portals should be available through a domain name for easier access for staff and other related users.

1.4 Systems Administration and Management Functions of the Integrated ERP

1.4.1 The ERP MUST provide for the following management, administration and security features of the overall system level in an integrated manner.

1.4.2 Installation, Configuration and Change Management:

The main implementation will be done at the CWWDA Head Office, Mikindani Street, Off Nkurumah Road, Mombasa. The Integrated -ERP system can be either proprietary software or open source.

The set of applications shall be by one software manufacturer or integrated with a third-party supplier specifically for the EDMS and Transport/Vehicle Modules.

The bidder shall develop a dummy environment to allow users to test the system before full implementation. The test environment shall be similar to the required live environment. The proposed solution shall be capable of importing data from files formatted in common formats such as XML, MS Word, PDF, Excel, CSV, Access, etc. The proposed solution must be configured and integrated to allow for sending of alerts and other information to targeted recipients.

The proposed ERP solution shall have an interface with the ability to integrate with other systems, notably CWWDA's: -

- Microsoft Active Directory, Directory Services
- Microsoft Office Applications
- Google Workspace E-mails, yahoo, hotmail, etc.
- Electronic Document Management System
- Bulk Water Billing System

The bidder must offer trial licenses for use during project implementation. CWWDA licenses should only get into production after go-live and Commissioning.

CWWDA shall spearhead change management with the introduction of the ERP software under the guidance of the consultant to ensure maximum benefits are reaped from the technology.

1.4.3 Operational Monitoring, Diagnostics, and Troubleshooting:

The system must provide an intuitive, user-friendly, and easy – to - use interface. The system should have a common look and feel across all modules. Online help must be available for all modules. The system must identify errors, inconsistencies or additional requirements at the time data is entered. Processing of the transaction must be suspended and / or re-routed to resolve the problem in “real time”. The system should provide quick menus (favorites) which would be helpful to store the most used menu for a user. The language of the system and all its components must be English.

1.4.4 User Administration and Access Control.

- i. The System MUST have a robust security active directory integrated administration and authorization profiles that assure system access. The system user and security

- administration functions MUST provide necessary controls to ensure that not more than one individual can access the system or perform specific operations
- ii. Templates or group functions MUST be provided to facilitate maintenance. Changes in assignment or termination MUST automatically trigger a review of the employee's security privileges. Comprehensive logs of transactions and security incidents MUST be maintained for auditing purposes.
 - iii. The system MUST allow administrator to export logs on various formats for further offline analysis.
 - iv. The system MUST execute authority checks in its security administration and authorization profiles to ensure only authorized individuals can access the system or perform specific operations.
 - v. The system MUST record changes to authorization profiles.
 - vi. The system MUST facilitate archival of documents from the ERP System to a separate repository and MUST be accessible.
 - vii. Access to archived records MUST be secured using standard authorization profiles.
 - viii. System MUST prohibit multiple users from updating the same record simultaneously.
 - ix. The number of failed attempts allowed MUST be configurable
 - x. The system MUST have features that prevent the user from further access when the SET number of failed attempts is exceeded
 - xi. The system MUST have the ability to log out the user automatically after a specified period of an idle session.
 - xii. The "profiles" user defined or system defined MUST be maintained at different levels for better security usage.
 - xiii. The system MUST have the ability to support single sign-on.
 - xiv. The users in the systems MUST have controlled access to different business areas such as modules and /or menus in the system. The system administrator MUST control this access.
 - xv. The user MUST be able to access a single or multiple menus /module in the system as granted by the system administrator.
 - xvi. The system MUST have facility to run an individual job schedule request / group of job schedule requests.
 - xvii. The system MUST have facility to create a group of job schedule requests that would be accessible to a single or group of users.
 - xviii. The system should have the facility to create user defined menus and attach different business functions to it.
 - xix. The system MUST provide default data groups or user defined data groups to enable access to different business data in the system.

1.4.5 System and Information Security and Security Policies

- i. The system MUST have an inbuilt System Administrator Role with the ability to monitor all the requests submitted in the system.
- ii. The system MUST support multiple levels of security. This includes protecting certain fields from unauthorized access. In addition, access to certain functions and data MUST be protected until they are approved by policy makers (e.g. budget scenarios that are created for analysis prior to publishing a formal recommendation.) Application security MUST be integrated with database security and Microsoft Active Directory.

- iii. The system parameters, including application controls, authorizations and standard security configuration **MUST** be clear, well defined and can allow processing in an efficient and controlled manner, while protecting valuable data.
- iv. The System **MUST** have ability to provide adequate audit trails that can be reviewed for information. These records **MUST** be non – editable and be secured from unauthorized access. Electronic records **MUST** maintain the old and new values to the change and the transaction used to generate the record.
- v. The system **MUST** allow one to define security events / incidents which upon occurrence, the system generates an email and sends it to a defined distribution list to notify the security administration "in an immediate and urgent manner.
- vi. The system **MUST** have the flexibility to create user defined responsibilities / profiles to which different requests / functions / reports can be attached.
- vii. The system **MUST** be able to define policies for different levels of users e.g. a “High Security” profile for power users whose requirements are stricter than “Medium Security” profile for business end users.
- viii. Clear segregation of privileges must be presented and implemented by security matrix of roles against authority. Security matrix will be gathered and created by vendor during the project analysis phase.
- ix. Data masking/encryption of sensitive data **MUST** be supported.
- x. The system **MUST** support digital signatures.

1.4.6 Back-up and Disaster-Recovery:

- i. The ERP shall have in-built capability to manage application software backups and restore with source control and the solution shall have in-built software to manage automated database backups and restore.
- ii. The ERP must have the ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others.
- iii. The supplier **MUST** prepare all technology policies and procedures related to the ERP including authorization, backups and restore manuals, table space maintenance, archival etc.
- iv. Knowledge transfer documentation for the solution implemented should include, and not limited to, operating system administration, database administration, application administration, modules management, troubleshooting, backup and restore.
- v. The system must provide for security backup facilities to enable complete file restore and recovery as well as remote backups, online backups and multiple backups.

1.5 Performance Requirements of the Integrated -ERP

The Integrated -ERP **MUST** reach the following performance levels:

- i. The system should support functionally distributed computing from a centralized environment, allowing distributed functions across different locations. It should include integrated tools for monitoring system performance such as response time, CPU utilization etc.
- ii. The System should ensure that functions and its integrations are according to the definition as per scope of work and shall have 95% uptime efficiency for all users.

- iii. The system **MUST** be responsive and available. Any volume processing **MUST** not interfere with online responsiveness or availability.
- iv. The system **MUST** support replication and rapid fail-over or redeployment in the event of problems or planned maintenance.
- v. The Vendor **MUST** design, develop, manage and conduct Performance and Volume Testing.
- vi. The ERP system should provide performance statistics for the CPU/ Memory, Database, Application servers.
- vii. The ERP System should have tools for administration of configuration management, performance tuning and capacity planning.
- viii. The ERP System should be able to run on Windows 7, 8.0, 8.1,10 and 11.
- ix. The bidder is required to undertake the following to review readiness of the ERP system:
 - a. Facilitate in setting up central help desk for any queries.
 - b. Review the health, usage and performance of the system till it stabilizes.
 - c. Ensuring resolution/documentation of all issues raised during implementation.
 - d. Final configuration/ integration, volume and stress testing.
 - e. Switch over to production environment.

C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

2.1 System Analysis, Design and Customization/Development

The Supplier **MUST** perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

2.1.1 Detailed Analysis:

System Design Document; System Requirements Specification; Interface Requirements Specification); Software/System Test Descriptions; Software/System Test Plan;

2.1.2 Physical Design:

Software Design Description; Interface Design Document; Database Design Document;

2.1.3 Integrated System:

User's and Operations Manual

2.2 Software Customization / Development

2.2.1 The Supplier **MUST** perform software customization / development using a formal software development methodology with the following characteristics and/or with the following technologies and/or tools.

- 2.2.2 **Software Development Method**– The supplier must use a formal software development methodology which covers the following phases: - Definition, Operational Analysis, Solution Design, Build, Transition and Production.
- 2.3 System Integration (to other existing systems)**
- 2.3.1 The proposed solution shall be capable of importing data from files formatted in common formats such as XML, MS Word, PDF, Excel, CSV, Access, etc. The proposed solution must integrate with the Microsoft Active Directory. The proposed ERP solution shall have an interface with the ability to integrate with other systems, notably CWWDA's: -
- Outlook email client or Google Workspace
 - Microsoft Active Directory, Directory Services
 - Microsoft Office Applications,
 - PDF Viewers
 - Electronic Document Management System
 - Any other third-party module for example CWWDA Bulk Unit Billing System
- 2.4 Training and Training Materials**
- 2.4.1 The Supplier MUST provide the following Training Services and Materials. The vendor should plan out the training activities for imparting specialized training as per the various categories of training as detailed below.
- 2.4.2 **User-** The user level training may be planned on sites arranged in batches to cover the training requirement for all the users. CWWDA expects minimum 15 working days of functional training for all the end Users and 30 full working days for Core Functional Team. Certification system level training for IT Personnel should be at least for 30 full working days. The core team must be equipped with requisite technical knowledge before the implementation takes-off. Their training may have to be delivered at authorized training centre of the vendor. Proper ERP certification training need to be provided to IT personnel from CWWDA. The training curriculum & the schedules for the different levels of user should be informed in writing to CWWDA at least one month in advance.
- Core/Super user-**Access to the full application with all rights for the specific module as per the representation from the concerned Department. These are the users drawn from various departments having the functional knowledge and needs to be imparted functional expertise for the respective modules for using the application with rights for editing, modify and entry of data and generating various types of reports. These functional experts in turn will support the users of their respective functional department in understanding the functionality of the respective module and should be trained specifically for generating relevant reports from the system along with dynamic reporting features.
- End user Access** - End users are the users who will do the data entry and updating in the various forms and would be responsible to put the data in the Application. Here the roles would be defined for various levels with specific rights for

accessing part of the application. Training should cover related to entry and updating of data in the various forms and generation of reports as per the rights provided.

The bidder must provide a list of expected training e-documents and materials to be delivered during the project.

- 2.4.3 **Technical:** Admin User (system level) - These are the administrative users who are the I.T personnel of the Agency to give technical support to various departments. Various categories of users to receive specialized certification training are detailed as under:
- ERP client and application Server configuration and installation, backup and recovery.
 - Database Administration Training limited to configuration as required in database for installation of ERP.
 - Technical training on form and report development including customization forms and report templates. Prepare and supply User/Operation Manual for smooth and trouble-free operation in the system
 - The Bidder MUST provide information on the types of training to be offered for super users, end users IT personnel, among others.
- 2.4.4 **Management:** Top management users to have access to some of the modules as decided by the management. The training should highlight on operation and reporting features of all the modules and primarily concentrate on use of Management Information Systems and Decision Support Systems.

2.5 Data Conversion and Migration

- 2.5.1 The Supplier must provide services and tools to perform the following data conversion and migration Services from the current legacy application (**Microsoft Dynamics GP version 2018 running on SQL Server 2017**):
- Perform data migration as a project dedicated to the unique objective of establishing a new (target) data store.
 - Perform data migration in four primary phases: Data Migration Planning, Data Migration Analysis and Design, and Data Migration Implementation, and Data Migration Closeout.
 - The supplier must plan and Mitigate Risks associated with Data Conversion and Migration including but not limited to Application downtime/business freeze, performance degradation, Technical incompatibilities, and Data corruption/loss.
 - The supplier must conduct mock migrations, pilot migrations before the final migration run; this will ensure that the migration process is robust and trusted.

2.6 Documentation Requirements

All project documentations (soft copy and hard copy) must be handed over by the vendor and will be considered Final once approved by CWWDA.

- The documentation provided should be done at all the phases of the implementation
- All project documentation versions must be controlled by the use of a Project Library Directory. All relevant documentation must be handed over to CWWDA after the project implementation.
- All documents MUST be submitted in English language, including user manuals.
- The Supplier MUST prepare and provide the following Documentation.

2.6.1 End-User Documents:

- Training / User guide manuals for each module must be provided.

2.6.1 Technical Documents:

The following project documentation, among others, MUST be provided:

- Requirements and Business Process documents including customization, modification or extensions, Solution document, Architecture and design document,
- Data Migration Strategy,
- Testing Strategy,
- Technical administration guide for all the technical components of the Solution,
- Backup and restore document, and any documentation needed to transfer the knowledge.

2.7 Requirements of the Supplier's Technical Team

The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities of the ERP (Lot 1) under the Contract:

2.7.1 Project Team Leader

- i. At least a Bachelor Degree in Business Information System, Computer Science/Engineering, IT or related ICT degree
- ii. Minimum of 8 Years specific work experience in ERP system installations and infrastructure.
- iii. Minimum of 4 relevant full life-cycle ERP implementations and process design.
- iv. Attach CV, professional and academic certificates
- v. At least one professional qualification in project management e.g., PMP/ Prince2

2.7.2 Software Developer (Programmer) and Integrations Expert

- i. At least a Bachelor's degree in Computer Science, Computer/Software Engineering or related ICT degree (This is a mandatory requirement.)
- ii. Must have Developer certification in the proposed ERP solution.
- iii. At least 5 years' experience in handling complex ERP-related integration works such as mobile payments (MPESA), Bank APIs, EDMS and multi-channel access portals for public-sector organizations.
- iv. 4 relevant full life-cycle ERP implementations in the last 6 years.
- v. Attach CV, professional and academic certificates.

2.7.3 Database Expert

- i. Must possess a BSc degree in computer science/IT or relevant field
- ii. 4 relevant full life-cycle ERP implementations in the last 6 years.
- iii. Have relevant certifications in Database development, optimization and management e.g. Oracle, SQL, etc.
- iv. Attach CV, professional and academic certificates.

2.7.4 Finance Expert

- i. Must possess a bachelor's degree in Commerce, Business or related field.
- ii. Must be a Certified Professional Accountant (CPA-K)
- iii. 4 relevant full life-cycle ERP implementations in the last 6 years.
- iv. 6 years' experience in implementing similar solution.
- v. Attach CV, professional and academic certificates.

2.7.5 ERP Implementation Expert

- i. Bachelor's degree in Commerce, Business Administration, or related field.
- ii. Relevant full life-cycle ERP implementations in the last 5 years.
- iii. 6 years' experience in implementing similar solution.
- iv. Attach CV, professional and academic certificates.

2.7.6 Systems Security/Audit Expert

- i. Must possess a bachelor's degree in computer science or its equivalent.
- ii. Should possess relevant information systems security or audit qualifications such as CISM, CISA etc.
- iii. Should have at least 5 years' experience in information security/audit services
- iv. Attach CV, professional and academic certificates.

2.7.7 Solution Architect/Designer

- i. Must possess at least a Bachelor's degree in Computer Science, Software Engineering, IT or related field of study from a recognized university.
- ii. At least 5 years' experience with proven track record in designing complex enterprise solutions in the public sector.
- iii. Attach CV, professional and academic certificates.

D. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL OF HARDWARE

3.0 General Technical Requirements

- 3.0.1 Language Support: All information technologies must provide support for English Language. Specifically, all display technologies and software must support the ISO/IEC 12207 standard on software life cycle processes and perform sorting according to appropriate standard method.
Dates: All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st Century date data.
- 3.0.2 Electrical Power: All active (powered) equipment must operate on 220v +/- 20v voltage range and frequency range, 50Hz +/- 2Hz. All active equipment must include power plugs standard in Kenya.
- 3.0.3 Environmental: Unless otherwise specified, all equipment must operate in environments of 10-30 degrees centigrade temperature, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust conditions.
- 3.0.4 Safety: The vendor shall check power and electricity, and recommend to CWWDA if any changes shall be required in order to make sure that the installation of the new solution does not get adversely affected due to power-related faults in the current setup. The recommendations shall include safety systems for power variation and power outage."
- 3.0.5 Unless otherwise specified, all equipment must operate at noise levels no greater than 55decibels.
- 3.0.6 All electronic equipment that emits electromagnetic energy must be certified as meeting US FCC class B or END 55022 and END 50082-1, or equivalent, emission standards.

3.1 Computing Hardware Specifications

3.1.1 Supply, delivery, assembling, installation, configuration and testing of servers with their appropriate software and accessories for Lot 1

S/N	Item	Minimum Requirements	Quantity
1.	Server	<p>The servers will be on-premise and used for hosting the ERP and Database. They should have the following or more of these features:</p> <ul style="list-style-type: none"> • Processor: 64bit Intel® Xeon® Scalable Processors with at least 24 cores per processor, Cache of at least 18M Cache and speed of 2.1- 4.00 GHz Base Frequency. • Memory: at least 16 DDR4 DIMM slots, supports RDIMM max 1 TB, speeds up to 2933 MT/s • Storage: 12TB Raw 10k RPM SAS (2.5in) with 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD. Front bays of Up to 4 x 3.5-inch SAS/SATA (HDD/SSD) max 64 TB Up to 8 x 2.5-inch SAS/SATA (HDD/SSD) max 61.4 TB 	2

		<ul style="list-style-type: none"> • Display: At least 18’’ TFT HD 1280X720 with SXGA 1280x1024 pixels resolution. • System fan: Standard (STD) fans or High performance SLVR fans with Up to seven cold swap fans • Network: at least Four (4) 1GB Ethernet Ports • Console and Network management ports: Network Options 1 x OCP 3.0 • Expansion Slots: 2 x PCIe Gen4, 2 x16 Gen4 (x16 connector) and 1 x4 Gen3 (x8 connector) low profile, half length • Form factor chassis: Rack mountable (1U rack server) 	
2.	Server software	<p>Operating System: Microsoft Windows Server 2019 or later version (16-Core) Standard Reseller Option Kit English Sw for each server</p>	2 licenses
		<p>Corporate anti-virus: Server Antivirus for corporate with Endpoint Security Encryption for 140 end-users</p>	1 kit
		<p>Provide a virtualization software solution that can be used for at least 8VMs and 2 Physical servers. Should have the following or better of these features:</p> <ul style="list-style-type: none"> • Should be robust and production-proven that has high-performance virtualization layer that enables multiple virtual machines to share hardware resources with performance that can match or exceed native throughput. • Its center for server essentials should provide a centralized management and performance monitoring for all virtual machines with built- in physical-to-virtual (P2V) machine conversion and rapid provisioning, using virtual-machine templates. • Enablement of virtual machines to access shared storage devices (Fibre Channel, iSCSI, etc.) and is a key enabling technology for other components such as VMware vSphere Storage vMotion • Thin Provisioning as relates to dynamic allocation of shared storage capacity, enabling IT organizations to implement a tiered storage strategy while reducing storage spending. Storage APIs should provide an integrated platform to include third-party data protection. • Automated tracking, patching and updating for hosts and for applications and OSs running in virtual machines. Enablement of IT administrators to rapidly convert physical servers and third-party virtual machines to this hypervisor VMs 	3year license

		<ul style="list-style-type: none"> • Simple and effective centralized management for VM templates, virtual appliances, ISO images, and scripts. • High Availability provides cost-effective, automated restart within minutes for all applications in the event of hardware or OS failures. • Advanced storage deployment such as Virtual machine file system or equivalent. • Support for data encryption at rest and in motion, and even during workload migration. • Support for multiple memory management techniques such as memory compression, transparent page sharing and oversubscription/ overcommit. • Live migration of virtual machines across servers with no disruption to users or service loss, eliminating the need to schedule application downtime for server maintenance. • Should provide agentless antivirus and antimalware protection to secure your virtual machines. • Should provide a cloud-based disaster-recovery solution 	
3	SSL Certificate	<p>An SSL certificate that secures domain, sub-domains and provides a Green Site Seal. Should be trusted by major browsers, mail systems, various OS and mobile devices among others.</p> <ul style="list-style-type: none"> • Supports both local & cloud-based platforms and APIs to automate and customize SSL management • Provide other security features such as DigiCert Smart Seal, Priority Support & Validation, Certificate Transparency (CT), Log Monitoring and Vulnerability Assessment & Blocklist Check • All Public IP's for Self Service, EDMS and ERP access must be secure • Licensed for 4 years 	3-year License
4.	Warranty	3/3/3 - three years of parts, three years of labor, three years of onsite support	3 years
5.	Other appropriate accessories	Power Supply: 800W Platinum Mixed Mode (100-240Vac or 240Vdc) hot swap redundant	2
		Extension cables: Smart with at least 5 ports and Surge protector	2
		AC: 24,000 BTU fast cooling & energy saving ACE with dual Inverter Compressor, Auto Restart, dual Protection	1

		Filter that can capture dust size over 10 μ m and bacteria, provision for LVS & HVS to protect the unit from low and high-power supply and AVS allows for stable operation during voltage fluctuation range, auto cleaning function, prevents the forming of bacteria and mold on the heat exchanger and thus provides a more pleasant and comfortable environment and have GEN mode. Provide with other appropriate accessories among them: brackets, power protector and cables among others.	
		Server Rack: 42U server rack cabinet with a glass door	1
		Provide any other appropriate accessories.	Assorted
6	Service	The service provider should carry out all Installations, Configurations and set up activities as per client's approval	

3.1.2 Supply, delivery, installation, configuration and testing of a firewall device with its appropriate accessories.

S/N	Item	Minimum Requirements	Quantity
1	Firewall device	<p>The Firewall device should have the following or more of these features:</p> <ul style="list-style-type: none"> • Firewall gadget with built-in security gateway for routing that can support up to 200 & more users, with at least 2.5 Ghz CPU base boost, 8GB DDR4 RAM and 3100 MBit/s of firewall throughput among others. • Provide VPN services and full threat management throughput; act as HDD Bay for NVR Storage, protect application, and with advanced redundancy, Automated Failover, failure Alerts, supports Dual WAN with Failover. • Provide the most important protect: network, web and Zero-day • Provide sufficient ethernet interfaces for copper and fiber optic cables and FleXi ports capability among others. • User friendly with multifunctional LCD display capability. 	1
2	Warranty	At least 2 years device warranty and four years support and license costs	4 years licenses
3	Other appropriate accessories	<p>Extension cables: Smart with at least 5 ports and Surge protector</p> <p>Provide any other appropriate accessories including cables and connecting items.</p>	1 Assorted
4	Service	The service provider should carry out all Installations, Configurations and set up activities as per client's approval	

3.1.3 Supply, delivery, installation, configuration and testing of a Uninterruptable Power Supplies (UPS) device with its appropriate accessories.

S/N	Item	Minimum Requirements	Quantity
1	Uninterruptable Power Supplies (UPS)	<p>Smart 8KVA double-conversion on-line pure sine wave rack/tower UPS. The UPS should meet the following or better of these features:</p> <ul style="list-style-type: none"> • Smart rack-mountable UPS with capacity of at least 8KVA double-conversion on-line pure sine wave tower. • Provisioned ideal to be used in for servers, storage, voice/data networks, medical labs, and light industrial applications environments. • Should be Rack/Tower convertible (rail kit SRTRK2 or SRTRK3 provided separately). • Deliver clean power with zero transfer time for critical or sensitive devices. • Provide capacity to add up to 10 external battery packs (SRT192BP2) for extended runtime. • Input voltages: 230V, 400V 3PH (main), 220 V, 240 V, 380 V & 415 V (others) • Output connector: Hard wire 3-wire (H N + E) 1 type • Battery type: Lead-acid battery with voltage of +/- 192 V (split battery referenced to neutral), at least 3 - 5 years lifespan and at least 2 battery replacements. • Management: capability of multifunction LCD status and control console, audible and visible alarms prioritized by severity, surge protection. • Environment friendly: should be green premium product and energy efficient product. • Devices should be supplied with user/installation manual & drivers, Warranty card, Web/SNMP management card. 	3
2	Warranty	Warranty of at least 3-year for the UPS and 2-year for the built-in lead-acid battery.	
3	Other appropriate accessories	Extension cable: Smart with at least 5 ports and Surge protector	3
		Provide any other appropriate accessories including cables and connecting items.	Assorted
4	Service	The service provider should carry out all Installations, Configurations and set up activities including training.	

3.1.4 Provision, delivery, installation, configuration and testing of a Backup/ Restore solution with its appropriate software and accessories.

S/N	Item	Minimum Requirements	Quantity
1	Backup/restore solution	<p>The service provider should propose a backup/restore solution with well-defined licensing terms and conditions. It should be able to handle ERP, EDMS and all the existing and infrastructure to be implemented. The solution should provide the following or better of these features and requirements:</p> <ul style="list-style-type: none"> • Aligned to Organization’s policies and other relevant policies and guidelines. • A well sketched plan on how to implement the solution, indicating infrastructure setup, main components, functionalities, security features, risk mitigation solutions, disaster recovery and maintenance among others. A demo should be considered before implementation. • Should support anything virtual such as nutanix AHV, VMware vSphere and Microsoft Hyper-V, Red Hat virtualization environments among others. • Should indicate its backup & Replication methods providing mechanisms of data compression and deduplication at VM disks and backup file levels and more as per client’s approval. • The solution should be a product from a variable market leader for enterprise backup and recovery solutions. • The backup software should be built for virtual environments (both Hyper V and VMware) and it should perform agentless backups using VMware APIs. • The proposed solution should have a CBT mechanism to be used with incremental backups to identify the data blocks that have changed since the previous job session. • The proposed solution must have built in end-to-end encryption, during a backup (before it leaves the network), during movement between components and while the backup data is at rest in its destination • The solution should be user friendly such as support easy restore of entire VMs, VM files, virtual disks, guest files and application files • Support a variety of locations for backup and restore such as Local storage, Shared folder, backup repository, Cloud Connect repository and Microsoft OneDrive among others. • Ability to perform agentless application-integration with other common applications such as Microsoft, Oracle, Kubernetes, SAP, SQL among others. • Provide capability for tracking, failover & failback of operations, 	1 license
2	Support	Provide at least a 3-year scheduled model of support and maintenance for both virtual and physical options as per client’s approval	3 years

3	Other appropriate accessories	Provide any appropriate software and accessories.	Assorted
4	Service	The service provider should carry out all Installations, Configurations and set up activities including training as per client's approval.	

3.1.4 Supply, delivery, installation, configuration and testing of a Smart POE Switches with their appropriate software and accessories.

S/N	Item	Minimum Requirements	Quantity
1	Switches	<p>The switches should have the following or better of these features.</p> <ul style="list-style-type: none"> • Smart 24 RJ-45 auto-sensing port, PoE & manageable, gigabit (10/100/1000) switches. • Provision for SFP ports for fiber connectivity and providing up to 30W of power per port • Features supporting voice, video and/or wireless technologies and any other modern functionality. • Should be compliant to IEEE 802.3af and IEEE 802.3at and other relevant professional regulations and standards. • User friendly interface which includes Intelligent Management Center, compatible to various • Web browsers, configuration menu • And out-of-band management among others • Provide for workable packet buffer size management 	3
2	Support	At least one year warranty for the device.	
3	Other appropriate accessories	Extension cable: Smart with at least 5 ports and Surge protector	3
		Provide any other appropriate accessories including cables and connecting items.	Assorted
4	Service	The service provider should carry out all installations, configurations and set up activities including training as per client's approval.	

3.1.6 Supply, delivery and installation and testing of computers with their appropriate software and accessories.

S/N	Item	Minimum Requirements	Quantity
1.	Computer device	<p>The computers should have the following or better of these features:</p> <p>Processor: Intel Core i5 and at least 12Gen or better (at least 3.2 GHz, quad core or better)</p> <p>Ram: 8GB DDR4 expandable to 16 GB</p> <p>Storage: at least 512GB or more-Solid State Drive</p>	11

		Adapters: Integrated 10/100/1000 GbE LAN network interface, inbuilt wireless capability Optical drive: DVD+/-R(W) Display: At least 24" TFT with FHD with a front camera	
2	Computer software	Operating System: Windows 10 Pro 64 bit or latest version delivered as a softcopy (licenses provided with an installation link or hardcopy in a disk kit (license sealed). NB: One-off license terms	11
		Application software: MS Office 2019 Pro 64 bit or latest version delivered as a softcopy (licenses provided with an installation link or hardcopy in a disk kit (license sealed). NB: One-off license terms	11
		Security software: already provided as corporate antivirus in ERP section	0
3	Warranty/support	At least one (1) year hardware warranty.	
4	Other appropriate accessories	UPS: at least 1,000VA , Must be Smart	11
		Extension cables: Smart with at least 5 ports and Surge protector	11
		Provide any other appropriate accessories.	Assorted
5	Service	The service provider should carry out all installations, configurations and set up activities including training as per client's approval.	

3.1.7 Provision, delivery, installation, setup and testing of 15kva Solar power solution with its appropriate accessories.

S/N	Item	Minimum Requirements	Quantity
1	Solar power solution	Provide 15KVA, Off-Grid 3 Phase Green Energy solar system solution. The system should conform to or more of the following requirements: <ul style="list-style-type: none"> Supplied in at least 300w capacity solar panel fitted in required quantity to produce the desired power as per client's approval. Supplied with appropriate AVS, change over switches and solar installation materials as per client's approval. Provided with antireflective glass which are self-cleaning, have service life is as long as 25 years among other features. Solar Cells which have a uniform color, high PID resistant, low breakage rate and high shunt-resistance among other features. 	1
2	Warranty	At least six (6) years hardware warranty.	
3	Other appropriate fixtures and accessories	Automatic voltage regulator, Three Phase which stabilizes the output to ensure the voltage reaching our equipment remains constant at 240V (+/- 6%), within the operating range of the unit.	1
		200ah solar 10kwh 48v lithium batteries	2
		5kva solar hybrid inverters	2
		Provide any other appropriate accessories.	
4	Service	The service provider should carry out all installations and solar panel setup activities including training as per client's approval.	

3.1.8 Provision, delivery, installation, setup and testing of 5KVA Solar power solution for Baricho & Mazeras Bulk stations with their appropriate accessories.

S/N	Item	Minimum Requirements	Quantity
1	Solar power solution	<p>Provide 5KVA, Off-Grid 3 Phase Green Energy solar system solution. The system should conform to or more of the following requirements:</p> <ul style="list-style-type: none"> • Supplied in at least 300w capacity solar panel fitted in required quantity to produce the desired power as per client's approval. • Supplied with appropriate AVS, change over switches and solar installation materials as per client's approval. • Provided with antireflective glass which are self-cleaning, have service life is as long as 25 years among other features. • Solar Cells which are have a uniform color, high PID resistant, low breakage rate and high shunt-resistance among other features. 	2
2	Warranty	At least six (6) years hardware warranty.	
3	Other appropriate fixtures and accessories	Automatic voltage regulator, Three Phase which stabilizes the output to ensure the voltage reaching our equipment remains constant at 240V (+/-6%), within the operating range of the unit.	1
		200ah solar 10kwh 48v lithium batteries	2
		3kva solar hybrid inverters	2
		Provide any other appropriate accessories.	assorted
4	Service	The service provider should carry out all installations and solar panel setup activities including training as per client's approval	

3.2.0 Detailed specifications of the business functions for the integrated ERP business functions for Lot 1

#	Requirement Description	Bidders Response	Reference Pages in brochure/document
3.4.1 Financial Management System			
A. General Ledger			
A1: Chart of Accounts			
3.4.1.1	One must be able to define and maintain the structure of the Chart of Accounts		
3.4.1.2	The system should allow for the same Chart of Accounts that can be used by multiple entities		
3.4.1.3	The system must provide for the use of different Chart of Accounts by more than one entity		
3.4.1.4	The Chart of Account must provide for a unique alpha-numeric, flexible account code structure with a user-defined number of segments and lengths per segment.		
3.4.1.5	The accounting structure must be accessible from all locations		
3.4.1.6	Changes to the Chart of Accounts must be controlled and require necessary approval or amendment to be restricted to authorized personnel		
3.4.1.7	The system must be able to maintain budgets at all levels of the Chart of Accounts		
3.4.1.8	The system must be able to create/setup GL accounts and deactivate the same without erasing it in its entirety		
3.4.1.9	Enable the viewing and extraction of GL accounts listing		
3.4.1.10	Ability to create profit and cost centres and report at those levels		
3.4.1.11	The chart of accounts MUST be flexible to accommodate the future business expansions in the segments & GL codes		
3.4.1.12	The accounting structure MUST have control inbuilt not to allow updates by users from other sub ledger modules unless it is approved. The application MUST freeze the changes made in the structure and also display the last updated by.		

3.4.1.13	The application SHOULD facilitate summary account reporting based on all dimensions available in the database		
3.4.1.14	The system must be able to support reporting on separate Chart of Accounts		
3.4.1.15	The application MUST have the capability to generate parent child within the accounts defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.		
Reporting Requirements for the Chart of Accounts			
3.4.1.16	Dynamic reports with the provision for a drill-down capability.		
3.4.1.17	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.18	Reports with the following parameters: <ul style="list-style-type: none"> • Expenditure/Revenue by chart of account code either individually or as consolidated • Expenditure/Revenue by Cost centre • Supplier/Staff/Customer accounts • Based on posting date, date of data capture • Reversed journals 		
A2: Currencies			
3.4.1.19	The system must be able to support the Kenya Shilling as the functional currency and should further be able to support other major currencies including but not limited to Euro, US Dollar, Sterling Pound. Additional currencies should also be configurable.		
3.4.1.20	The system should allow one to upload currency exchange rates downloaded in predefined file formats from certain websites e.g. CBK, Commercial Banks,		
3.4.1.21	Able to translate amounts from functional currency or source currency in the originating ledger, based on a specified exchange rate		
3.4.1.22	Should be able to perform foreign exchange gain/loss per transaction and post in the designated account.		

3.4.1.23	The application MUST support Conversion: Convert foreign currency amounts in journal entries to functional currency at the time of entry. Converted values are factored into the computation of average balances functional currency.		
3.4.1.24	The application MUST support Revaluation: Revalue of accounts at the end of each year which are recorded on books in a foreign currency. Revalued balances, as well as the unrealized exchange gain or loss, are factored into the computation of average balances.		
3.4.1.25	The application MUST support conversion rate types to automatically assign a rate while converting foreign currency journal amounts to functional currency equivalents.		
3.4.1.26	The application MUST maintain all effective exchange rates for all foreign currency transactions.		
Reporting Requirements for Currencies			
3.4.1.27	Dynamic reports with the provision for a drill-down capability.		
3.4.1.28	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.29	Reports with the following parameters: <ul style="list-style-type: none"> • Foreign currency trends • Currency loss/gain per transaction • Currency loss/gain translation at defined periods • Invoices/Credit Notes/Debit Notes in foreign currency 		
A3: Journals			
3.4.1.30	The application MUST provide a facility to input, update, copy, balance, and post the Journals. Journal Voucher No. MUST be automatically generated by the system.		
3.4.1.31	The application MUST restrict updates to account structure and amounts of a Journal Voucher after posting.		
3.4.1.32	The system must be able to create and post journal entries		
3.4.1.33	The system must allow the holding of journal entries		
3.4.1.34	The system must enable held journals to be viewed and posted		

3.4.1.35	For any transaction posted through this system, the system must allow for correction/reversal of the same through an approved workflow process		
3.4.1.36	When reversing a transaction, the system should perform a Credit/Debit transaction and must maintain the previous transaction historically instead of erasing it. However, for rejected journals, the system should cancel the transaction without keeping its record.		
3.4.1.37	The system should be able to handle different types of journals e.g. budget journal, general ledger journal, accrual journal, etc.		
3.4.1.38	The system must be able to maintain a history of full details of all transactions and avail them for printing when required		
3.4.1.39	Establish an accounting system capable of accurately and simultaneously recording and reporting financial data for CWWDA on accrual basis.		
3.4.1.40	Maintain a user defined period (in years) prior history on-line before archiving.		
3.4.1.41	A facility to enable enquiry on archived data and reports		
3.4.1.42	The system must be able to import/upload journal vouchers in batch from a spreadsheet document or text files. There should be workflow for approving such uploads.		
3.4.1.43	The system must be able to export journal vouchers in batch to spreadsheet or text file		
3.4.1.44	The application MUST have the functionality of defining journal sources based on which transactions are monitored		
3.4.1.45	The application MUST generate interface reports for the transactions source modules.		
3.4.1.46	The application MUST be reporting the exception reports for sub-ledger modules for reconciliation purpose.		
3.4.1.47	The application MUST have categories for single journals and batches		
3.4.1.48	The application MUST provide the capability to identify source documents or module references which are associated with the journal entry (e.g., Invoice No., Payment Voucher No., Telephone No. etc.) for reporting purposes.		

3.4.1.49	Capability to set and journals entries for transactions that are processed in a recurring manner		
3.4.1.50	The application SHOULD provide for Recurring Journals - This is a journal that posts a fixed amount to an account beginning from an effective date and continuing through the user specified end-date. The user can define the cycles for recurring transactions. The system automatically generates and posts the recurring JVs. Recurring JVs may cross more than one fiscal year.		
3.4.1.51	Recurring Journal Entries may be based on saveable templates with predefined schedules. Posting to control accounts must only take place via sub-ledgers		
3.4.1.52	Period-end closing should be performed by account type		
Reporting Requirements for Journals			
3.4.1.53	Dynamic reports with the provision for a drill-down capability.		
3.4.1.54	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.55	Reports with the following parameters: <ul style="list-style-type: none"> • Foreign currency journals • Journals reports by prepared, reviewed, posted • Journals held (pending posting) • Journal reversal • Journals by date/user defined period 		
A4: Calendar			
3.4.1.56	The system must have a mechanism for defining a financial year and setting up accounting periods it contains.		
3.4.1.57	The system should be able to close accounting periods at pre-defined frequencies		
3.4.1.58	One must be able to set up and update separate accounting periods for adjusting and closing entries		
3.4.1.59	The system must be capable of posting to multiple posting periods		
3.4.1.60	The application SHOULD change a period's specifications, except for the period type, as long as the period has not been used in a set of books.		
A4: Calendar			

3.4.1.61	The system must have a mechanism for defining a financial year and setting up accounting periods it contains.		
3.4.1.62	The system should be able to close accounting periods at pre-defined frequencies		
3.4.1.63	One must be able to set up and update separate accounting periods for adjusting and closing entries		
3.4.1.64	The system must be capable of posting to multiple posting periods		
3.4.1.65	The application SHOULD change a period's specifications, except for the period type, as long as the period has not been used in a set of books.		
Reporting Requirements for Calendar			
3.4.1.66	Dynamic reports with the provision for a drill-down capability.		
3.4.1.67	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.68	Reports with the following parameters <ul style="list-style-type: none"> • Notifications on due date • Change of dates • Calendar by due date • Calendar by competed activities • Calendar by pending activities 		
Reporting Requirements for Calendar			
3.4.1.69	Setting up GL parameters that will ensure: <ul style="list-style-type: none"> • Ledger validity and approvals are capture • Transactional rules are defined • Handling of bank payments • Definition of currency rules such as payment limits, currency rates, tolerance levels, and other currency related parameters • Authorized payment overrides • Unique identification/numbering of a voucher • Origination details of the GL are captured (staff name, date, etc.) 		
3.4.1.70	Query functionality must be sufficient enough to query all information that has been captured on: <ul style="list-style-type: none"> • GL accounts • Ledgers • Journals 		

	<ul style="list-style-type: none">• Payment vouchers• Receipts		
3.4.1.71	Capable of maintaining separate general ledgers for head office and different branches		
3.4.1.72	Capable of carrying out document splitting across cost centres		
3.4.1.73	The system must be able to consolidate several general ledgers into one		
3.4.1.74	The system should enable one to preview all open items such as open purchase orders, open invoices, etc.		
3.4.1.75	Ability to meet requirements of the following types of tax and have provision for setting up any additional tax requirements: <ul style="list-style-type: none">• Corporation tax• Withholding tax• Withholding Value Added Tax• Pay As You Earn (PAYE)• Value Added Tax (VAT)• Any other defined taxes• Reverse VAT		
3.4.1.76	In addition to a flexible report extraction facility, the following reports must come inbuilt in the application: <ul style="list-style-type: none">• Journal listing• Held journal listing		
3.4.1.77	The system must address balance brought forwards on assets & liabilities (suppliers, customers, staff loans, etc.)		
3.4.1.78	The application MUST support the functionality to allocate overhead costs to relevant departments based on common cost drivers. The system MUST accommodate user defined cost drivers for allocation		
3.4.1.79	Maintain either twelve or thirteen periods for current-year transactions and a number of additional periods for prior year adjustments for allowed users.		
3.4.1.80	Allow prior period and prior year adjustments and allow this facility to be restricted. Prior year adjustments should be allowed simultaneously with current year accounting entries		
3.4.1.81	Provide facilities posting adjusting journal entries to prior periods by authorized users (only)		

3.4.1.82	Ability to support postings of journal entries to future periods (where current period is open and need to begin new accounting period)		
3.4.1.83	Provide multi-segment facility for the Chart of Accounts.		
3.4.1.84	Reporting Requirements for Other General Ledger Requirements		
3.4.1.85	Dynamic reports with the provision for a drill-down capability.		
3.4.1.86	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.87	The system must be able to generate the following financial statements (IPSAS & IFRS formats) and reports: <ul style="list-style-type: none"> • Statement of comprehensive Income • Trial Balance • Statement of Financial Position • Cash Flow Statement • Changes in Equity • Taxes e.g. VAT/W/Tax by user defined dates 		
3.4.1.88	One should also be able to generate the financial statements in a particular format/template for the purpose of meeting statutory requirements including explanation notes for any of the above.		
B: Accounts Payables			
3.4.1.89	The system must be able to process supplier invoices by interfacing with the procurement module		
3.4.1.90	Ability to raise, print and post payment vouchers		
3.4.1.91	The system must embed a workflow for verifying and approving invoices received for payment. The approval levels will depend on the invoice value.		
3.4.1.92	The system must have an inbuilt workflow for processing payment vouchers that have been converted from credit notes		
3.4.1.93	Calculate tax for vendor invoices and record tax transactions separately		
3.4.1.94	Automate the generation of remittance advice and tax certificate		

3.4.1.95	The system should be able to process payments in multiple currencies, capture the foreign exchange rate, and date.		
3.4.1.96	<p>The system must be able to capture all the relevant details relating to invoice processing and maintain a complete history for audit purposes. At a minimum, the following information needs to be captured:</p> <ul style="list-style-type: none"> • Invoice type (debit memo, credit memo, expense, etc.) • Invoice number • Invoice currency • Invoice amount • Payment terms • GL date • Supplier details • Transaction date • Line description / details • Payment Voucher number • Payment Voucher amount • Balance • Payee • Cheque number (physical cheques) / EFT reference • Budget line number/description • Bank details (bank code, bank description, etc.) • Division/department 		
3.4.1.97	The system must support payment of invoices in partiality or instalments. Where partial payments are being made, the cumulative payment should match the Purchase Order value.		
3.4.1.98	<p>The system must have controls that prevent duplicate processing of payments or over-payment.</p> <p>It should prompt the user upon detecting the same invoice number from different suppliers, and allow it to be processed, but prevent processing of the same invoice number from the same supplier.</p>		
3.4.1.97	The system should be able to indicate payment type: cash, physical cheque, EFT, Card, Mobile money transfer/pay, and RTGS		
3.4.1.80	The system must be able to maintain a complete payment history and enable extraction for analysis		

3.4.1.81	The system should automatically notify the payment recipient via email upon completion of the payment process (completion of bank processing of the particular payment)		
3.4.1.82	The system should be able to cluster similar payments into categories (i.e. cost center based categorization)		
3.4.1.83	The system should be able to produce reports on various payment categories as defined above		
3.4.1.84	System should be capable of grouping several invoices to be settled as a single payment or settled individually		
3.4.1.85	The system must be able to convert approved loans/advance applications to payment vouchers		
3.4.1.88	Support matching: Requisition, Purchase/Service Order, Goods/Service Receipt Note, Invoice & payment:		
3.4.1.89	The system should be able to close a purchase order upon payment of the full amount.		
3.4.1.90	The system must be able to create and maintain supplier payment information (if not captured in the procurement when creating a supplier): <ul style="list-style-type: none">• Supplier details (e.g. name, physical address, contact details)• Bank account details• Payment details e.g. payment mode, frequency, discounts, penalties, rating, etc.• Currency details• Tax details (PIN, tax category, compliance, injunctions)• User defined data/miscellaneous/comments		
3.4.1.91	The setting up of all supplier details should be via a workflow/process		
3.4.1.92	The system must interface with the procurement module so as to be able to retrieve all other supplier master details relevant for the payment.		
3.4.1.93	The system must be able to capture payment terms such as payment discount conditions and penalty conditions to all business to be able to make payment decisions that will maximise discounts while minimising penalties		

3.4.1.94	The system must interface with the HR module so as to be able to retrieve all other employee master details relevant for the payment.		
3.4.1.95	The system must be able to generate a file of payments that have been approved for uploading to the Online Banking portal.		
3.4.1.96	The system MUST facilitate archival of invoices, vouchers, payment forms online in a separate database and MUST be accessible.		
3.4.1.97	The payment application MUST stop payment clearance for all the vendors whose payments are on hold due to business specific reasons		
3.4.1.98	Payment schedules could be based upon: <ul style="list-style-type: none"> • Payment schedules could be based upon: • Vendor category (Local, Foreign etc.) • Due date • Payment method (EFT, Cheque etc.) • Voucher types (Vendor Invoices, Staff advances etc.). The application SHOULD support these payment schedules 		
3.4.1.99	The application MUST support payment interventions such as partial payments, stop payments, void payments, write offs etc.		
Reporting Requirements for Accounts Payables Requirements			
3.4.1.100	The system must be able to generate the following AP reports: <ul style="list-style-type: none"> • Invoice Aging Report (using specific criteria -- department, date range, specific vendor or all vendors and suppliers) • Invoice due date forecast • Down payments/payment advances listing • Trial Balance (This includes invoices due for payment, those not due and those on hold due to invoicing errors or questions about invoice charges) • Supplier Payment history report • Supplier statement • Contract Payment History Report • Project Payment History Report • AP posting status reports per period 		
3.4.1.101	Accounts payable aging report categorizes payables to suppliers based on time buckets:		

	<ul style="list-style-type: none"> • 0 to 30 days old • 31 to 60 days old • 61 to 90 days old • Older than 90 days old 		
Accounts Receivables			
3.4.1.102	The system must be able to automate the receipting process and generate Payment Receipts that can be printed.		
3.4.1.103	The system must be able to update accounts receivables and cash/bank as a result of receipting		
3.4.1.104	The application MUST have the facility of generating automatic receipts & clearance of the same.		
3.4.1.105	The system must only accept receipts that properly match with a receivable. Receipt entries must automatically interface with the General Ledger.		
3.4.1.106	The application MUST provide facilities to query accounts		
3.4.1.107	The application MUST facilitate Interfacing of invoices using Auto Invoice interface functionality to import and validate transaction data from legacy financial systems or any other third party system and create invoices, debit memos, credit memos, and on-account credits in Receivables.		
3.4.1.108	The application MUST facilitate interfacing invoices from an external Billing System or revenue accounting system and could processed in batch.		
3.4.1.109	The system should be configurable so as to allocate receipts into various GL accounts. One should also be able to generate reports on receipts on the various categories as defined.		
3.4.1.110	The application must be able to restrict posting of receipts by users to specific accounts.		
3.4.1.111	The application MUST support the reversals, corrections of the payments and the receipts.		
3.4.1.112	The application MUST capture receipts other than direct revenue generating activities through miscellaneous receipts.		
3.4.1.113	The application MUST allow matching of receipts to invoices based on different parameters like customer id, name, invoice numbers etc.		

3.4.1.114	The receivable system MUST maintain Payment terms.		
3.4.1.115	Capability to charge customers for bounced cheques.		
3.4.1.116	Capability to charge customers for approved penalties and/or fines. Thus, the system should have the capability to define penalties and/or fines and allow for their selection from a drop down or similar facility.		
3.4.1.117	The system must allow one to print a comprehensive customer account statement showing all transactions.		
3.4.1.118	The application must be able to process receipts in multiple currencies		
3.4.1.119	Ability to backdate receipts date but after several levels of approval. This is especially important to prevent interest accrual on receipts that are processed after the system has been offline for an extended period of time.		
3.4.1.120	The system should be able to produce cumulative reports on receipts per customer, per bank, etc.		
3.4.1.121	The application should interface with the bank so as to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate account.		
3.4.1.122	The system must be able to interface with other modules so as to be able to retrieve customer details (such as: customer codes, customer name, location, contact details, etc.) and invoices being settled (licenses, penalties, etc.).		
3.4.1.123	The system must be able to set up payment parameters for customers such as: currency of payment, payment frequency, etc.		
3.4.1.124	The system must be able to handle suppliers who are also customers.		
3.4.1.125	The system must be able to detect duplicate customers by comparing a combination of unique customer details like the CWWDA internal generated numbers and the tax PIN.		
3.4.1.126	The system must be able to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.		
3.4.1.127	Alerts and notifications when accounts receivables are due.		

3.4.1.128	The system must be able to produce exception reports so as to determine customers whose credit limit is older than a specified number of days.		
3.4.1.129	The System MUST generate dunning or collection letters, to have credit limit and credit hold functions.		
3.4.1.130	The application MUST send notification through workflows once credit limit for customer is exhausted.		
3.4.1.131	For customers who overpay, the system should be able to: <ul style="list-style-type: none"> • Perform invoice split-matching • Allocate the excess amount to the customer's credit account • Or the customer's other accounts 		
3.4.1.132	Ability to define Customer credit policies/limits.		
3.4.1.133	Ability to track a customer's credit balance and issue alerts upon attainment of a set threshold.		
3.4.1.134	The system must be able to produce aged receivables report for various account categories.		
3.4.1.135	The financial module should be able to interface with the respective system so as to pull credit policy conditions/terms per category.		
3.4.1.136	The system must support bad debt provisioning.		
3.4.1.137	The application MUST have write off limits defined for users and inbuilt approval process for bad debts or adjustments. <ul style="list-style-type: none"> • 0 to 30 days old • 31 to 60 days old • 61 to 90 days old • Older than 90 days 		
3.4.1.138	AR Aging Report:		
3.4.1.139	Using specific criteria -- Department, date range, specific vendor or all vendors and suppliers. The report MUST have details in terms of payment terms, customer profile class, customer category, the amount overdue and the payment mode.		
3.4.1.140	Aging report categorizes receivables to clients based on time buckets:		
3.4.1.141	AR due date forecast		
3.4.1.142	Down payments/payment advances listing		
3.4.1.143	Client Payment history report		

3.4.1.144	AR posting status reports per period		
3.4.1.145	Cash Receipts Report		
3.4.1.146	Client Statement		
D: Cash Management			
D1: Petty Cash			
3.4.1.147	The system must be able to address petty cash disbursement through IOU or refund.		
3.4.1.148	The system must be able to address petty cash replenishment.		
3.4.1.149	Staff must be able to apply for petty cash online (IOU or through a refund).		
3.4.1.150	System must have a workflow for processing petty cash disbursements.		
3.4.1.151	Automatic tracking of petty cash balance for purposes of replenishment.		
3.4.1.152	Raise alerts and notifications for petty cash replenishment.		
3.4.1.153	The system should enable posting of petty cash entries to the GL.		
3.4.1.154	Reminders or notifications on overdue petty cash both to the applicant and the issuer.		
3.4.1.155	The system should have an employee self-service functionality that allows the staff to clear all outstanding balances before they apply for new per diem/imprest.		
3.4.1.156	The system should have an employee self-service functionality that allows the staff to account for per diem/imprest that had been advanced to the employee.		
Reporting Requirements for Cash Management			
3.4.1.157	Dynamic reports with the provision for a drill-down capability.		
3.4.1.158	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.159	The system must be able to generate the following financial statements (IPSAS & IFRS formats) and reports: <ul style="list-style-type: none"> • Cash disbursements by individual/amount/date • Cash in foreign currency • Cash by cost center 		
D2: Bank Reconciliation			

3.4.1.160	Functionality for reconciling cashbook and bank statements.		
3.4.1.161	The application SHOULD allow the recording of bank entries in bank statements automatically or upload formats.		
3.4.1.162	The application SHOULD provide an extension to load bank statements online. The application SHOULD have acceptance of standard formats for bank statements that are applicable in case of all banking practices and standards.		
3.4.1.163	The application MUST automatically create miscellaneous transactions to record bank-initiated activities like interest gained, bank charges etc.		
3.4.1.164	The system MUST facilitate auto reconciliations based on customer id, invoice number and site details, etc. for matching. The bank balance MUST be automatically updated online based on clearances.		
3.4.1.165	The system SHOULD have basic set up (like limits for matching in case of payment clearance or receipt matching with cheque clearance).		
3.4.1.166	The system SHOULD populate value dates for all records. Apart from this, the system SHOULD generate a report on the transaction not cleared and the reason for that (like funds getting rejected, invoice -payment mismatch etc.).		
3.4.1.167	The system SHOULD enable auto reconciliation between the receipts /payments within the other sub ledgers with the bank statement data in terms of cheque clearances, EFT, etc.		
3.4.1.168	The system SHOULD have an additional functionality of manual clearances in case that CWWDA opts for manual reconciliations in case of payment as well as receipts for revenue.		
3.4.1.169	The application MUST automatically generate reconciliation accounting entries.		
3.4.1.170	The cash management application MUST be well integrated with payable and receivable system and MUST be having access to verify payable invoices as well as revenue receipts.		
3.4.1.177	The application MUST automatically record foreign currency gains and losses.		

Reporting Requirements for Bank Reconciliations

3.4.1.178	Dynamic reports with the provision for a drill-down capability.		
3.4.1.179	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.180	The system must be able to generate the following: <ul style="list-style-type: none"> • Bank reconciliation report • Direct debits/credits • Unreconciled balances 		
D3: Bank Accounts			
3.4.1.181	Bank details to be captured in full: <ul style="list-style-type: none"> • Bank code • Status (active/inactive) • Bank name • Bank branch • Sort code • Address • Account name • Account number • Lookup code • Transaction details: <ul style="list-style-type: none"> • Transaction limit • Transaction reference • Comments • Transaction type • Supplier code • Customer code 		
Reporting Requirements for Bank Accounts			
3.4.1.182	Dynamic reports with the provision for a drill-down capability.		
3.4.1.183	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.184	Deposit List		
3.4.1.185	Deposit Report		
3.4.1.186	Cash payments (supporting electronic fund transfer)		
3.4.1.187	Cash receipts (supporting direct debit)		
3.4.1.188	The reports conforming to CWWDA's existing bankers requirements		
3.4.1.189	Bank by Bank name/staff/amount		
D4: Cash Forecasting			

3.4.1.190	The application MUST provide cash flows projections based on the transactions processed in the integrated modules including receivables and payables.		
3.4.1.191	The application MUST provide the facility to define cash forecast templates such as: <ul style="list-style-type: none"> • Forecasting periods • Selection criteria for each source 		
3.4.1.192	The application MUST be able to generate cash forecast in any currency based on the users parameters assigned		
3.4.1.193	The application must have the ability to capture market scan information		
Reporting Requirements for Cash Forecasting			
3.4.1.194	Dynamic reports with the provision for a drill-down capability.		
3.4.1.195	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.196	Forecast Report		
E: Management Accounting (Budgeting)			
E1: Budgeting Process			
3.4.1.197	The system should incorporate online budget preparation functionality and should be able to cover all budgetary elements whether capital or operational expenses		
3.4.1.198	The system must possess functionality that allows budget preparation at a departmental/divisional level prior to merging several departments'/divisions' budgets into a singular corporate budget.		
3.4.1.199	System should be able to maintain and track budgets and expenditure at departmental and corporate level and be able to provide alerts upon attainment of an alert threshold (e.g. 80% of the budget)		
3.4.1.200	The system must have a workflow approvals for creating, uploading and updating the company's annual and supplementary budgets		
3.4.1.201	The system must be able to keep historic budget information		
3.4.1.202	Budget amounts must be allocated to accounting periods defined in the system		

3.4.1.203	The system must be able to maintain budget version number and approval status where the annual budget has been updated through a supplementary budget/budget reallocation		
3.4.1.204	The system should be able to trace payments to budget line items for cost management purposes		
3.4.1.205	The system should be able to trace payments to project budget line items for cost management purposes		
3.4.1.206	The system should be able to accommodate a budget calendar that may be different from a financial calendar		
3.4.1.207	Capability to copy an entire budget year on year. It should also support rolling over of budget amounts/lines year on year		
3.4.1.208	Should provide functionality to view actual data against budgeted data		
3.4.1.209	The system must be able to support reallocation of budgets between budget lines		
3.4.1.210	Support Activity Based Budgeting providing for a facility to capture objectives, activities and outcomes at item and sub item level		
3.4.1.211	Multiple years budgeting – prior years and at least 3 future years.		
3.4.1.212	Facility to allocate budget ceilings by programs and by account code.		
3.4.1.213	Ability to allow budgeting for any time period (Monthly, Quarterly, Biannual, Annually etc.).		
3.4.1.214	Support both Bottom-Up and Top-Down budgeting.		
3.4.1.215	Support commitment control of the budget not to allow spending on a line item in the absence of a budget and linked to procurement plan		
3.4.1.216	The system MUST generate reports in terms of budgetary control of last few years with actual figures in order to key in data for a new financial year.		
3.4.1.217	The application MUST have Budget input at account level. It may be input for the year or by month.		

3.4.1.218	The application should support copying of budgets from a financial period to another. The copied budget should be modifiable through application of percentages or absolute figures.		
3.4.1.219	The application MUST provide online facilities to view actual data with original budget or revised budgets.		
3.4.1.220	The budgeting process MUST be working in sync with procurement and payment process in order to have inbuilt control within the business cycle.		
3.4.1.221	The application MUST be able to view each department/function budget, spending to date and expected expenditures for the rest of the period.		
3.4.1.222	The appropriate notifications MUST get generated based on the workflow to be triggered for approval events.		
3.4.1.223	The system MUST facilitate transferring of budgets based on the cost codes assigned or budget codes .It should facilitate smooth transition across budget codes as well as departmental transfer.		
3.4.1.224	The system MUST facilitate contingency budgeting if required		
3.4.1.225	The system MUST allow adding supplementary budgets activities and by cost center		
Reporting Requirements for Budgeting Process			
3.4.1.226	Dynamic reports with the provision for a drill-down capability.		
3.4.1.227	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.4.1.228	The reports must conform to the National Treasury reporting requirements: <ul style="list-style-type: none"> • Monthly budget reports • Quarterly budget reports • Reallocation reports • Actual vs. Budget • Year expenditure/revenue reports • Annual budget reports • Cost centre budget reports in user defined period • Performance contracting reports 		
E2: Budgetary Controls			

3.4.1.229	When preparing the budget out-turn report, one must be able to generate it with the options of: <ul style="list-style-type: none"> • Factoring in all actual payments and committed funds (i.e. funds whose purchase requisition has been approved but the actual payment has not been made) • Factoring in only actual payments made 		
3.4.1.230	The budget out-turn should not include future payments (not yet incurred) as a result of scheduled LPOs or journals.		
3.4.1.231	The system must be able to capture funded program budgets (e.g. GoK, World Bank, etc.) and report on them per the funder's reporting template.		
3.4.1.232	The system must enable tracking of budget expenditure and produce a report of the same		
3.4.1.233	Produce comparative financial statements showing: <ul style="list-style-type: none"> • Prior year budget data • Year to date budget • Annual budget 		
3.4.1.234	The system must be able to produce reports on committed budgets, actual expenditures and balances per budget line/account holder		
3.4.1.235	System prevents department level users from updating budget information after it has been submitted.		
3.4.1.236	Allows Budget Office to "push" worksheets out to departments electronically for budget preparation.		
E2: Budgetary Controls			
3.4.1.237	The system MUST facilitate forecasting of costs and revenue in terms of trends based on historical data.		
3.4.1.238	The system MUST also allow downloading budgeted revenue and expense items from the budget system and creating a link with the current period data to produce variance explanations between the two items.		
3.4.1.239	The application MUST have following types of reports: <ul style="list-style-type: none"> • Profit & Loss account • Trial balance (Average, Detail & Budget), Bal-Sheet (actual and projected) • Performance report • Forecasted Income Statement • Cash Flow Statement 		

	<ul style="list-style-type: none"> • Statement of changes in equity • Budget Vs Actuals • User defined • Complete IPSAS formats including notes, IFRS formats, • Complete Quarterly financial statements reports in IPSAS & IFRS formats • User defined period reports 		
3.4.2 PROJECT MANAGEMENT, ADMINISTRATION (CONTRACTORS PORTAL) & ACCOUNTING			
3.4.2.1	<p>The module should have the ability to adopt the Project Management processes</p> <ul style="list-style-type: none"> • Project initiation & planning • Project Budgeting • Project Execution • Project Monitoring • Project related procurement processes integrating with the procurement plan (invitation of bids & Evaluation, Contract signing etc. • Project closure & handover • Contractors Portal 		
Detailed Explanation of Specifications Required.			
3.4.2.2	<p>The system is expected to provide fully automated interfaces with the following systems/modules</p> <ul style="list-style-type: none"> • Procurement module to receive supplier invoices • Human Resources - Payroll and other employee related transactions • Project Accounting 		
3.4.2.3	<p>The system should perform flexible budgeting for capital and operating projects while adhering to level of budgetary controls established in the General Ledger.</p>		
3.4.2.4	<p>The system should have the ability to differentiate transactions between operating and capital budget items.</p>		
3.4.2.5	<p>The system should provide budget forecasting for multi-year periods, which can support development of a Capital Improvement Plan and an Operating Project Improvement Plan.</p>		
3.4.2.6	<p>The system should allow for multiple fiscal year budgets for projects.</p>		
3.4.2.7	<p>The system should provide multiple revisions and amendments to the budget in the above detail.</p>		

3.4.2.8	The system should track projects over multiple years.		
3.4.2.9	The system should track projects by budgets.		
3.4.2.10	The system should allow users to create and maintain project schedule templates.		
3.4.2.11	The system should support the recording of scanned supporting documentation, and will link the document from the document management system (DMS) with the ERP transaction.		
3.4.2.12	The system should provide contract items variations and extension of project period		
3.4.2.13	The system should be able to breakdown the project into tasks and sub tasks for monitoring purposes		
A. Project Accounting			
3.4.2.14	The system should be completely integrated with other system modules to provide real-time transactional information for requisitions, contracts and labor distributions. These modules include but are not limited to the following:		
3.4.2.15	The system should track both outsourced contracts and in-house spending to a project.		
3.4.2.16	The system should track multiple contracts to a single project		
B. Project Budgets			
3.4.2.17	The system should allow for inquiries into project budgets, pre-encumbrances/encumbrances, revenues, and expenditures at any level described above.		
3.4.2.18	The system should access prior years' project cost.		
3.4.2.19	The system should establish reimbursable budgets for projects.		
3.4.2.20	The system should track Reimbursable budgets control expenditures available for project billing only.		
3.4.2.21	The system should report actual project cost-to-date for the capital or operating budget.		
3.4.2.22	The system should be able to control budgets, budget supplement, budget variations and closure.		
C. Reporting Requirement for Project Administration and Accounting			

3.4.2.23	The system should provide multiple levels of reporting		
3.4.2.24	Dynamic reports with the provision for a drill-down capability.		
3.4.2.25	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools.		
3.4.2.26	Following additional reports: <ul style="list-style-type: none">• Monthly budget reports• Quarterly budget reports• Reallocation reports• Actual vs. Budget• Year expenditure/revenue reports• Annual budget reports• Cost centre budget reports in user defined period• Performance contracting reports• Variance Reports (Budgets, Project Period, Contractual etc.)• Time Tracking Reports (Delays, Overdue, Extensions of time etc.)		

D. Contractors Portal			
3.4.2.27	<p>Online contractors' portal with the following capabilities:</p> <ul style="list-style-type: none"> • Ability to handle project mobilization activities such as project team appointments and commencement orders • Ability to handle online submission of Work Execution Plans for the mobilized works/projects and have them reviewed • Comprehensive projects register with planned, ongoing and completed works/projects • Ability to file daily work records and manage progress of works via the portal • Project quality assurance tools such as Supervision checklists, Materials inspections, Regular and Ad hoc inspections and Corrective orders • Ability to manage Project Health, Safety and Environment requirements such as Project OSH Plans, Safety Meetings/Training Register and Safe Works Permits • Integrated project risk management capabilities such as Risk status reports and Risk incident reports for each project site. • Automated payment certificate (advance payment, interim and final payment certificates) processing-Online initiation of payment certificates by contractors through the portal, review of works and approval by the Agency and payment processing. 		
3.4.3 Human Resources Management and Payroll			
Payroll			
3.4.3.1	Ability to run draft payment to detect any payroll exceptions and generate payroll exceptions report		
3.4.3.2	Ability to automatically calculate and validate preliminary earnings, deductions, benefits, taxes, net pay etc. and verify accuracy		
3.4.3.3	Ability for authorized staff to correct payroll exceptions		
3.4.3.4	Ability for approval workflows for corrected payroll exceptions		
3.4.3.5	Ability to import earnings & deductions		

3.4.3.6	Ability to supports bulk terminations.		
3.4.3.7	Ability to automate calculation of OT amounts from hours in the various rates i.e x 1.5 & x 2.0		
3.4.3.8	Ability to allocate allowances to staff based on their grade		
3.4.3.9	Ability to restrict OT claims payment by grades		
3.4.3.10	Ability to compute correct statutory deductions i.e PAYE, NHIF & HELB		
3.4.3.11	Ability to report statutory deductions i,e NHIF, PAYE, NSSF, NITA & HELB in the required formats.		
3.4.3.12	Ability to generate .CSV files for statutory deductions upload i.e. PAYE, NHIF & HELB		
3.4.3.13	Ability to customize rounding of net pay		
3.4.3.14	Ability to carry forward negative net pay for recovery in the following month		
3.4.3.15	Ability to create user-defined earnings or deductions items as fixed, one-off or time framed		
3.4.3.16	Ability to reconcile individual earnings and deductions to previous month, per individual and per company.		
3.4.3.17	Ability to report historical earnings, deductions and company contributions in trends of 12 months.		
3.4.3.18	Ability to create customized reports.		
3.4.3.19	Ability to export reports to MS Excel		
3.4.3.20	Ability to send secure e-pay slips to staff via email		
3.4.3.21	Ability to generate P9s in the required format		
3.4.3.22	Ability to send secure P9s to staff via email.		
3.4.3.23	Ability to have in-built SFI templates/salaries upload files for major banks in Kenya,		
3.4.3.24	Ability to stop further changes/inputs in the payroll for checking/when payroll is done.		
3.4.3.25	Ability to trigger net salaries falling below 1/3 of their earnings		
3.4.3.26	Ability to do batch posting of salaries to GL, per Cost Centre		
3.4.3.27	Should be able to separate fixed payroll items and variable payroll items(fixed deduction and variable deduction)		
3.4.3.28	Ability to upload payroll data e.g. from excel		

3.4.3.29	Ability to audit any changes in payroll records		
3.4.3.30	Ability to support maker-checker i.e. person to key in changes should be different from the person who approves		
3.4.3.31	Ability to support separation of duties		
3.4.3.32	Ability to keep a start and end dates for variable items		
3.4.3.33	ability to compute statutory deductions such tax computations		
3.4.3.34	Ability to handle approval workflow as per set policies		
3.4.3.35	Ability to create and update pay items such as deductions, earnings, etc.		
3.4.3.36	Ability to lock/prevent approved payrolls from any form of manipulation		
3.4.3.37	Ability to generate reports for various items such as deductions, earnings, reconciliation etc.		
3.4.3.38	Ability to assign pay items to group/ multiple employees		
3.4.3.39	Ability of the system to restrict access to staff payment details to authorised staff only.		
3.4.3.40	Ability of the system to post salary transactions to the relevant ledgers in a batch file.		
3.4.3.41	Ability of the system to notify staff once postings of salaries have been done.		
3.4.3.42	The system should be able to handle multicurrency - Payroll in local currency can be made.		
3.4.3.43	Ability to compute employees gratuity and leave liabilities monthly per employee and aggregate for all cost centres and departments		
3.4.3.44	Ability to generate triggers for staff who for retiring employees (based on age or voluntary decision)		
3.4.3.45	Ability to generate triggers for staff who are on contract basis for removal from the payroll		
3.4.3.46	Integration with employee management module which can derive new hire information		
A. PENSION			
3.4.3.47	Ability to integrate with payroll and capture employees' & employer contributions		

3.4.3.48	Capture lump sum pension and gratuity of the employees		
3.4.3.49	Capture all the Consultants for the pension scheme		
3.4.3.50	Ability to capture changes in employment status (promotion, demotion)		
3.4.3.51	Ability to capture a pensioner's withdrawal from the scheme		
3.4.3.52	Ability to generate pension statutory reports		
3.4.3.53	Ability to integrate with Employee Administration to capture member details such as beneficiary details, contact Information, earnings, status of employment e.t.c		
B. HUMAN RESOURCES AND ADMINISTRATION PROCESSES REQUIREMENTS			
Manpower Planning & Budgeting			
3.4.3.54	The system must handle manpower planning and budgeting (including scenario planning, staff costs, forecasting, etc.)		
3.4.3.55	The system should have the facility to allocate budgeted positions for a period with start and end date. A position could be in budget for next year and it also could be for specific time period. This facility should be available based on authority given		
3.4.3.56	The system should be able to provide monthly status of budgets and actual.		
3.4.3.57	The system should be able to flag deviations in budgeted headcount		
3.4.3.58	The system should support budget definition at the Organization, Job, Position or Grade Levels as well as a combination of criteria		
3.4.3.59	The system should be able to capture positions approved, recruited and still to be recruited		
3.4.3.60	Ability to support budget approval process for certain number of head counts for employment		
Recruitment and Resourcing			
3.4.3.61	Ability to create various recruitment types such as new positions, replacement or contracts (internship , attachments, casuals)		
3.4.3.62	Ability for departmental heads to initiate the recruitment process		

3.4.3.63	Ability for the recruitment request to be sent to departmental general manager for approval then to HR department for processing and approval		
3.4.3.64	Ability to create new employment positions on demand in accordance with set policy		
3.4.3.65	Ability to advertise job vacancies internally once a position has been approved		
3.4.3.66	Ability to advertise the job externally if not filled internally		
3.4.3.67	Ability to send notifications through emails and/or other channels to applicants during recruitment process by the system		
3.4.3.68	Ability to allow job seekers to send their resumes/CVs via the system or online portal by keying characters in predefined fields and uploading CV documents		
3.4.3.69	Ability to screen out applicants against specific criteria i.e. Generate a short list as per the job criteria e.g. experience, technical, academic and competence qualifications.		
3.4.3.70	Ability to track candidate progression through key steps in the process including – but not limited to– application, pre-qualification, interview, offer extended, offer status, background checking, departments approval and hire.		
3.4.3.71	Ability to view applicants and their statuses for every vacant position at any time.		
3.4.3.72	Ability to edit job application by applicant before application deadline		
3.4.3.73	Ability to have authorised persons to approve or reverse recruitment budget with comments		
3.4.3.74	Ability to create, edit and view internally created interview test data for candidates selection processes and ability to capture results of tests conducted		
3.4.3.75	Ability to notify applicant of the various statuses of their application process such as invitation for interview , appointments or regrets via e-mail		
3.4.3.76	Ability to allow applicants view vacant positions, submit resumes and fill out applications online.		
3.4.3.77	Ability to automatically check for duplicate job candidate profiles and merge duplicate profiles. There should be one profile per person.		

3.4.3.78	Ability for job seekers to provide their profile, with specific reference to: language, abilities, certifications, experience, notice period and employment preference.		
3.4.3.79	Only one current resume per applicant can be attached to a given position.		
3.4.3.80	Ability for recruiters and hiring managers to key into the system comments at any stage of the assessment process; for example, communication about an impressive candidate.		
3.4.3.81	Ability to create job description, depending on the requirements of a particular engagement in the system		
3.4.3.82	Ability to notify concerned members of interview panel on the interview details such as date, venue, etc.		
3.4.3.83	Ability to handle onboarding costs incurred in engaging successful job applicants.		
3.4.3.84	Ability to maintain all employee records inclusive of scanned documents		
3.4.3.85	Ability to generate successful candidates reports such as scoring reports, etc.		
3.4.3.86	Ability to plan and budget for onboarding		
3.4.3.87	Ability to show successful candidates, analytics of information provided against the total amount of information needed		
3.4.3.88	Ability of the system to notify the requesting department that recruitment of new staff has been completed		
3.4.3.89	Ability of the system to track the completion of the induction training process on the personal profile		
3.4.3.90	Ability of the system to attach any resources issued to a new hire on the personnel profile		
3.4.3.91	Ability for the system to allocate an employee number for a new employee.		
3.4.3.92	System should able to show all vacant positions on organizational chart		
3.4.3.93	System should also list all vacant post as desired		
3.4.3.94	System should identify reason for vacant post is created		

3.4.3.95	System should support in giving prior notice for employees leaving the company for planned resignation to announce the vacancy in advance.		
3.4.3.96	System should be able to capture date of vacancy announcement		
3.4.3.97	System should generate consolidated list of vacancies to the approval authority for reviewing the job description for the vacant position to ensure that the competencies, responsibilities and the minimum educational and experience requirements are currently valid.		
3.4.3.98	System should show number of vacant posts required		
3.4.3.99	System should have the facility to automatically intimate vacancies to internal employees		
3.4.3.100	System should be able to select probable candidates and send message through the system to apply for the position		
3.4.3.101	System should set deadline for vacancy		
3.4.3.102	Solution should have ability to entertain application beyond the deadline per the company's HR procedure		
3.4.3.103	System should allow employees to apply online to respective recruitment centre.		
3.4.3.104	System should enable to register applicants for different posts at a time (according to vacancies dead line, reference number, etc.)		
3.4.3.105	System should show lists of qualified applicants per pre-defined criteria		
3.4.3.106	System should be able to inform applicants through (e-mail) or allow printing reports with preformatted letter to notify acceptance for assessment.		
3.4.3.107	System should re-advertise the post, if there is no sufficient number of applicants.		
3.4.3.108	System should consider pervious applicants to reduce redundancy of application, when vacancy is re-advertised.		
3.4.3.109	System should have provision to capture detailed information of applicant/candidate.		
3.4.3.110	System should have the facility to automatically transfer applicant information into employee information for candidates joining.		

3.4.3.111	System should be configured so as to attach documents /credentials in soft copy form as a part of the application		
3.4.3.112	System should have the facility to define the eligibility criteria of a vacancy in terms of qualifications, related work experience, skills/competencies required, additional certifications / professional qualifications, duties and responsibilities etc.		
3.4.3.113	System should have provision to insert selection criteria for each position along with points allocated to each criteria per the company's HR procedure.		
3.4.3.114	System should define educational qualifications are directly related, indirectly related or unrelated against specifications of vacancies under review and allocate the appropriate weight per the HR procedure		
3.4.3.115	System should allow assessment and make the necessary amendments by HR officers/experts if error is committed		
3.4.3.116	System should rank contenders per selection criteria determined in the HR procedure		
3.4.3.117	System should be able to generate system driven call letters for interview and written exam		
3.4.3.118	System should support to inform unsuccessful candidates along with their aggregate result and rank		
3.4.3.119	System should be equipped for the maintenance of various types of updated tests and maintain a question / answer database of each type of test (medical, psychometric, analytical, leadership etc.) to be administered as a part of the selection process		
3.4.3.120	System should rank contenders with their aggregate result including written exam and/ interview result after committee decision		
3.4.3.121	System should support applicants to know status of the post they applied for.		
3.4.3.122	System should record and maintain the result as back up for further consumption		
3.4.3.123	System should support generating standard appointment letter for applicants entitled for promotion		
3.4.3.124	System should able to show selected employees list for positions announced.		

3.4.3.125	System allows the advertisement of the vacancy or for jobs based on place of assignment in its official website for the public		
3.4.3.126	System should include a separate homepage for each group of users: any site visitors, registered user, and Internal managers/recruiters.		
3.4.3.127	System should support once registered, web based external applicants to create a personal account, or recruiting profile, by entering personal and professional details, including work experience, skills, and qualifications.		
3.4.3.128	System should support registered users to upload their resume and other documents and extract data to populate their own information attributes.		
3.4.3.129	System should support registered users to receive email notifications about suitable jobs via email and can create and save personalized job searches using their own search criteria.		
3.4.3.130	System should enable registered web based external applicant users should have access to a vacant job to directly apply from the internet.		
3.4.3.131	System should enable recruitment managers/recruiters, who have access to a registered web-based external applicant personal data details, should be able to search for suitable candidate selection.		
3.4.3.132	System should capture date of vacancy announcement		
3.4.3.133	System should allow interested and qualified individuals to apply for the post either in person or online.		
3.4.3.134	System should enable automatically register on-line applicants with pertinent information of applicants		
3.4.3.135	System should automatically confirm applicants for the acceptance of their CV through their e-mail for on-line applicants		
3.4.3.136	System should reject applications received beyond the deadline		
3.4.3.137	The proposed system should be flexible enough to rank and short list applicants considering HR procedure of the company		

3.4.3.138	The proposed solution should generate system driven call letter via applicants e-mail for interview.		
3.4.3.139	Solution should confirm message transferred properly		
3.4.3.140	System should calculate result of applicants (including written interview results or one of the two) as the situation demands for decision making. (system should be flexible enough to accept user defined criteria)		
3.4.3.141	System should be able to store the interview assessment results in categorized folders		
3.4.3.142	System should allow concerned HR to assess the result		
3.4.3.143	Solution should send message for successful applicants in written exam and interview for pre- employment process		
3.4.3.144	System should generate standard employment letter per instruction provided		
3.4.3.145	System should generate standard assignment (introduction letter) per instruction provided		
3.4.3.146	System should to generate bulk employment letter in case of massive employment per the instruction provided		
3.4.3.147	The proposed system generates bulk assignment letter in case of massive employment per the instruction provided		
3.4.3.148	System should alert respective Managers/supervisors to evaluate newly assigned employees within probationary period.		
3.4.3.149	System should accept employees' probationary period result		
3.4.3.150	The proposed solution should analyse definitions for entitlement to be permanent staff of the company		
3.4.3.151	System should generate confirmation letter (Permanent letter) by the name of respective recruitment centre.		
3.4.3.152	System should give prior notification and generate reclassification letter for employees completed their contract period timely		
3.4.3.153	System should allow for attachment candidates to update Attachment Reports in customizable format		

3.4.3.154	System should allow for relevant HR Staff to draft Recommendation Letters for attachees and interns		
3.4.3.155	System should allow for the submission of Recommendation Letters to attachee / intern contacts such as emails		
Employee Administration			
3.4.3.156	The system should have automatic number generation for employees		
3.4.3.157	Employee History. The system should maintain - employee data and details which includes (but is not limited to) following detailed employee Information: Date of Join, Date of Exit, Employee Name, Employment Number, Designation, Directorate / Section, Station, NHIF (National Hospital Insurance Fund) Number, PIN Number (Tax Number), NSSF (National Social Security Number) Number, National Identity Card Number, Age, Tribe, Address (Postal, Physical, Email), Phone Number, Personal details “(Gender, D.O.B), Marital Status, nationality, Employment Status, photograph, Benefit Entitlement Details, Dependant Details, Banking details, Pension details, Assets/Company Property assigned etc.		
3.4.3.158	The system should capture the following documents		
3.4.3.159	The system should be flexible enough for administrator to define new fields to be maintained for employees.		
3.4.3.160	Accept the details of unlimited number of dependents details (name, gender, date of birth, relationship, etc.).		
3.4.3.161	Monitor Employee Contract expiry dates / renewals and flag expired ones.		
3.4.3.162	The system to keep track of each employees history right from hiring, grades, job assignment, probation/confirmation, transfer, promotions, salary/benefits changes (including reasons/background), rewards, recognition, warning, grievances, disciplinary action, etc. till the employee leaves the organization.(Including reasons for leave in order to analyze turnover)		
3.4.3.163	Linking of employee records with positions within the overall organization must be possible		

3.4.3.164	The solution must allow for terminating the employee record at the conclusion of the employment period without deletion.		
3.4.3.165	The system should provide facilities to record skill components / competencies in each job description.		
3.4.3.166	Ability to track internal job transfer candidates		
3.4.3.167	Ability to maintain changes in employee status data		
3.4.3.168	Maintain a flexible employee master data		
3.4.3.169	Maintain multiple employee address and contact details.		
3.4.3.170	It should be possible to record, monitor and review disciplinary, capability and performance management actions. All actions should be date stamped.		
3.4.3.171	It must be possible to protect employee history from unintentional deletion		
3.4.3.172	The solution must provide protection from setting up duplicate employee records		
3.4.3.173	The solution must provide the ability to record contract type - permanent, temporary, casual and others		
3.4.3.174	The solution must be able to generate notifications via email, distribution/work lists or online notifications. These notifications should be user-definable (e.g.. Anniversaries, retirement dates, etc.) data items.		
3.4.3.175	The solution must allow for terminating the employee record at the conclusion of the employment period without deletion.		
3.4.3.176	The system should provide facilities to record skill components / competencies in each job description.		
3.4.3.177	Provide an automated job application tracking functionality		
3.4.3.178	Ability to track internal job transfer candidates		
3.4.3.179	Ability to maintain changes in employee status data		
3.4.3.180	Provide either centralized or decentralized data entry, or both as required		
3.4.3.181	Provide automatic interface to external modules that share the same information		
3.4.3.182	Ability to handle and maintain historical information for employee activity: promotions, transfers, and salary changes.		

3.4.3.183	Ability to assign manager for each employee in that position.		
3.4.3.184	Show employee skills, education and/or training		
3.4.3.185	Ability to handle relocation process values for payroll and communications with employees.		
3.4.3.186	Ability to maintain employee discipline history - archive actions taken, track actions and generate reports		
3.4.3.187	Ability to manage exit/separation process to include surrender of assets assigned/managed by employees, passes among others		
3.4.3.188	The system should be able to handle employee termination process.		
3.4.3.189	Alerts: End of probationary period, contract renewal and expiry 6 months before the contract ends, end of probation and confirmation of appointment, on retirement date (1 year in advance)		
Organization Structure			
3.4.3.190	The system should be able to define and configure the reporting channels, hierarchies, organization (departments, branches / divisions/ regions)		
3.4.3.191	The system should be able to support all HR support functions covering different business and departments		
3.4.3.192	Ability to add/create any new department or unit		
3.4.3.193	Ability to view and download the organization chart for the corporation		
3.4.3.194	The system should be able to identify vacancies when they arise (e.g. from the start date of deputation, study leave or separation from service by any mean).		
3.4.3.195	The system shall provide the capability to store, review and update Job descriptions.		
3.4.3.196	Facility to maintain user-defined grading scales and rates.		
3.4.3.197	Ability to handle/maintain jobs by units and departments		
3.4.3.198	Ability to link the position to a staff record		
3.4.3.199	Ability to define the organization structure in the system with job positions		
3.4.3.200	Generate report on position and occupant(s)		

Employee/ Management Self-service			
3.4.3.201	Ability for employees to apply for leave, off duty, sick off, safari notice, salary advance, air ticket requests, over time etc.		
3.4.3.202	Ability for employees to define leave plans (independent of leave application) in the system and send to appropriate persons for approval		
3.4.3.203	Ability for managerial staff to approve leave, sick off, off duty, safari notice, air ticket requests and overtime		
3.4.3.204	Ability for managerial staff to view their team's progress (mid-year appraisals)		
3.4.3.205	Ability for employees to update and change their personal information e.g. marital status, add a certification, new skill etc.		
3.4.3.206	The system should send notification to HR once an employee updates or changes their profile		
3.4.3.207	Ability for staff to view and download their payslips (both current and historical) in pdf		
3.4.3.208	The employees should receive the training calendar for the year		
3.4.3.209	The system should allow the following <ul style="list-style-type: none"> Employee's Detailed profile including (but not limited to) Photograph, Annual leave status (including days taken & balances), Personal training history, Gross pay, Job Description, performance targets, Performance appraisal, Any internal vacancy announcement -Apply for vacancy, off duty, leave, safari notice, air ticket, transfer 		
3.4.3.210	System should allow employees to change their photo when HR at Head Quarter office authorizes		
3.4.3.211	System should Permit access for line managers to view appraisals of all their subordinates		
Leave Administration			
3.4.3.212	Ability to handle various categories of leaves e.g. annual, sick, maternity, paternity, study etc.		
3.4.3.213	Ability to provide web-based[portal] leave applications and approvals		

3.4.3.214	Ability to define allowed leave days per year for each staff grade		
3.4.3.215	Ability to add additional leave days based on weekends that staff work		
3.4.3.216	Integration with employee email system for updates on leave status		
3.4.3.217	Ability to set leave approval workflow		
3.4.3.218	Ability to upload leave documents in the system		
3.4.3.219	Ability to send regular reminders to approvers to approve pending leaves by sending email links, calendar notifications, etc.		
3.4.3.220	Ability to report block leave (2 continuous weeks and more)		
3.4.3.221	Ability for employees to provide leave plans (independent of leave application) in the system and get alerts a month and two weeks before planned leave for leave application process		
3.4.3.222	Ability of employees to reschedule leave plans including approvals to be provided by supervisors		
3.4.3.223	Ability to provide a year-end roll-over calculation and process for leave plans and processes		
3.4.3.224	Ability for HR to apply leave on behalf of an employee		
3.4.3.225	Ability for employees to apply for leave remotely through tablet or phone		
3.4.3.226	Should send monthly reminders to employees on their leave status and copy the line manager and HR		
3.4.3.227	Ability to give analysis of leave days of accrued days, totals days and utilized days for individual employees		
3.4.3.228	Ability to apply up to total number of leave days entitled even before they have accrued		
3.4.3.229	Ability to disallow application of leaves beyond entitled number		
3.4.3.230	Ability to give reports on leave day's utilization at organizational level, department, etc...		
3.4.3.231	Ability to set leaves days from Monday to Friday		
3.4.3.232	Ability to withdraw an approved leave by concerned employee and subsequent approval		

	of the withdrawal by manager/concerned approver		
3.4.3.233	Ability to set fix and variable holidays		
3.4.3.234	Ability to create new leave types		
3.4.3.235	Ability to update existing leave types		
3.4.3.236	Ability to change leave entitlement e.g. from 28 to 30		
3.4.3.237	The system must allow the entry of the leave calendar attributes including but not limited to the following Year of the leave calendar which should be configurable Ability to select working days Define and maintain list of official holidays.		
3.4.3.238	The system must allow the implementation of the following leave management functions. For example • Annual leave, Sick leave, Maternity leave		
3.4.3.239	System should allow amendments and adjustments (such as leave start date, expected return date, etc.) after approval.		
3.4.3.240	System should maintain a record for return on leave. E.g. reminding a woman entitled for maternity leave the specified day not to be elapsed per the collective agreement		
3.4.3.241	System should allow definition of hierarchical workflows for approval of leaves		
3.4.3.242	System should support manual and on-line leave application processing and also support on-line approvals of leave applications.		
3.4.3.243	System should support in generating confirmation letters on approval of leave.		
3.4.3.244	System should calculate payment entitlement and raise the necessary payment requisition in the payroll system on approval of annual leave		
3.4.3.245	The proposed system should retain all leave history (approved, rejected, adjusted) till the user requests purge based on user defined criteria.		
3.4.3.246	System should allow receiving and responding request for additional leave while the subject employee is out of office.		
3.4.3.247	System should stop adding days to annual leave if the employee is on leave without pay.		

3.4.3.248	System should enable to track online detailed unpaid leave (Accrued leave pay) of employees by place of assignment.		
3.4.3.249	System should enable to calculate reinstated/re-employed annual leave days including the previous work experience		
3.4.3.250	System should be able to maintain leave register-containing records of all types of leave, employee-wise		
3.4.3.251	The proposed solution should manage employees annual leave schedule		
3.4.3.252	System should remind respective managers to handle annual leave per the schedule		
3.7.3.253	System should enable to postpone or bring forward annual leave schedule as desired		
3.4.3.254	System should prepare annual leave certificate for leave which is approved by respective manager		
3.4.3.255	System must automatically withdraw name of employee from payroll if he/she is entitled for leave without pay		
3.4.3.256	System should maintain a status flag, start date and end date of an employee's disciplinary status for e.g. Suspension, Stop Salary etc.		
3.4.3.257	System able to calculate total service year of employee by deducting leave without pay period if there is any		
3.4.3.258	System should provide notification to respective supervisors, if their subordinate entitled for sick leave. (leave starting date and ending date)		
3.4.3.259	System should enable to track employees on sick leave		
3.4.3.260	System should be able to generate Accrued leave and leave cleared real time report at any time (Should interface to finance process)		
3.4.3.261	System should have the ability to record actual leaves taken		
3.4.3.262	System should have the ability to calculate actual leave balance at any point of time		
3.4.3.263	System should link leave management to payroll and employee history		
3.4.3.264	Ability to track disciplinary compulsory leave i.e. Interdiction with half pay and suspension with no pay		

3.4.3.265	System should support leave cancellation and leave extension/ amendments advancement, postponement of leave including manual credit/debit/modification etc.		
3.4.3.266	Ability to process leave allowance twice for staff in hardship areas		
3.4.3.267	System should be able to record the approval/rejection of applied leaves and update the employee leave account accordingly		
3.4.3.268	The system should have provision for request of compensatory leave.		
3.4.3.269	System should flag and alert the appropriate approver if leave carry forward balance is above the allowed limit		
3.4.3.270	System should automatically consolidate the Leave Roster from the different departments to a leave plan for all staff in the system.		
3.4.3.271	The system should allow attaching of evidence supporting leave e.g. exam timetable, doctor's note, burial notes		
3.4.3.272	System should maintain and track leave balances		
3.4.3.273	System should allow staff to schedule leave days on the system		
3.4.3.274	System should prompt for the selection of an individual to handover to upon leave approval		
3.4.3.275	Report on leave balances by staff/department/station etc.		
3.4.3.276	Provision of customizable/ad-hoc report facility in various formats		
3.4.3.277	Report on leave taken by staff for a specific periodic and by leave type		
3.4.3.278	Report on approved/rejected leave request		
Disciplinary Management			
3.4.3.279	Ability to record identification of offences committed by employees. The system should also capture the date of offenses		
3.4.3.280	Ability to handle disciplinary procedure/workflow based on policy		
3.4.3.281	Ability to setup types of offences in the system with flexibility to add/remove		
3.4.3.282	Ability to schedule disciplinary hearing meeting where applicable and send alerts / invitations via email		

3.4.3.283	Ability to enter disciplinary measures taken against an individual in the system		
3.4.3.284	Ability to capture constitution/appointment of the Disciplinary Committee with terms of reference		
3.4.3.285	Ability to capture employee's attendance during the hearing meeting and a note on whether he/she is accompanied		
3.4.3.286	Ability to capture the employee's submissions during the hearing meeting		
3..3.287	Ability to capture recommended disciplinary action by the Disciplinary Committee		
3.4.3.288	Ability to record approval of the recommended disciplinary action		
3.4.3.289	Where the employee appeals the decision, ability to capture the result of the appeal		
3.4.3.290	Ability to generate report on disciplinary incidents per staff and actions taken		
3.4.3.300	Capture the steps taken in the disciplinary process (e.g., verbal warnings, written warnings, show cause letters, investigations, etc.)		
3.4.3.301	Capture the start and end (dates) of the disciplinary process		
3.4.3.302	Ability to send alerts to the Disciplinary Committee for finalization of the disciplinary process		
3.4.3.303	Capture the start and end (dates) of the disciplinary process		
3.4.3.304	Report on disciplinary cases in a period (quarterly, yearly) with specification on whether minor, major or gross		
3.4.3.305	Report on disciplinary appeals and their outcomes		
3.4.3.306	Report on any investigation carried out		
3.4.3.307	Report on duration of resolution of disciplinary cases (within 6 months, beyond)		
3.4.3.308	Report on disciplinary penalties issued (warnings, surcharge, demotion, termination e.t.c)		
3.4.3.309	Ability to upload case documents such as scanned copies, etc.		
3.4.3.310	Ability to track status of law enforcement actions against employee		
3.4.3.311	Ability to disable services in system for suspended/ fired employees		

3.4.3.312	Ability to escalate disciplinary measures against employees to higher authorities		
SUCCESSION PLANNING			
3.4.3.313	Identify employees who need to be developed for higher responsibilities and; Capture qualifications for each of the position to be succeeded.		
3.4.3.314	Capture skills required and source for each position to be succeeded		
3.4.3.315	Identify Key positions that are key to the organization and need to be filled almost immediately in case they fall vacant for whatever reason		
3.4.3.316	Put together a plan to develop potential successors		
3.4.3.317	Link to personal information for staff with skills and qualification		
3.4.3.318	Link to training module		
EMPLOYEE LIFE- CYCLE			
3.4.3.319	Ability to capture all events in an employee life-cycle from Recruitment to Separation e.g. Transfers, Promotions, Salary Changes, Title, length of time in a role/position, Change in Station etc.		
3.4.3.320	Where employees are about to reach retirement age, provide alerts to the employee and department head to initiate process		
TRAINING AND DEVELOPMENT			
3.4.3.321	Ability to collect training needs and do training analysis		
3.4.3.322	Ability to sort the training needs to technical, soft skills etc.		
3.4.3.323	Ability to generate pre and post training reports		
3.4.3.324	Ability to generate reports of training hours taken by an employee		
3.4.3.325	Ability to publish upcoming training		
3.4.3.326	Ability to do budgeting for training and allocate budget per person and per department		
3.4.3.327	Ability to send alerts/notifications to various users to inform them of upcoming trainings		
3.4.3.328	Ability to handle follow ups of trainings scheduled		
3.4.3.329	Ability to have people apply for training courses		

3.4.3.330	Ability to handle approval hierarchy as set in policy		
3.4.3.331	Ability to set number of training hours required for employees		
3.4.3.332	Ability to show courses attended, unattended, mandatory, etc.		
3.4.3.333	Ability to flag courses previously undertaken i.e. avoid duplication		
3.4.3.334	Implementation of a database which allows for staff to regularly update current skill sets. This will enable the HR function to efficiently determine training or resource gaps requiring attention.		
3.4.3.335	Ability to update the status of training by staff as either: Not started ,In progress ,Completed		
3.4.3.336	Ability to submit training needs for approval in the system		
3.4.3.337	Ability to consolidate all training needs submitted by the user departments into a training & development plan		
General			
3.4.3.338	Generate reports in various formats e.g. pdf, word, excel.		
3.4.3.339	Implementation of a Document management system/ module to capture letter details		
3.4.3.340	Ability to capture letter details e.g. department/personnel sending, recipient, date received/ dispatched		
3.4.3.341	Implementation of a contract Management Module which tracks the contract status/expiry dates of contracts		
3.4.3.342	Ability to update the start and expiry dates of contracts for staff on the contract management module		
3.4.3.343	System should send an email and system notification to the HR officer N days (predefined number of days) before contract expiry		
3.4.3.344	Ability to generate a report showing the status of contracts as either valid or expired		

3.4.4 PROCUREMENT SUPPLY CHAIN MANAGEMENT PROCESSES REQUIREMENTS			
A. Procurement and Disposal Planning			
3.4.4.1	Disposal planning functionalities such as: <ul style="list-style-type: none"> • Ability of staff to input disposal plan items linked to Asset. • Management Module and Inventory. • Ability for the system to consolidate disposal plan inputs from various staff / departments. 		
3.4.4.2	Procurement Planning Functionalities such as: <ul style="list-style-type: none"> • Ability of staff to input procurement plan items linked to Asset Management Module and Inventory. • Ability for the system to consolidate procurement plan inputs from various departments / staff. 		
3.4.4.3	Integrated approval work flows for both inputs and consolidated inputs.		
B. Requisitions			
3.4.4.4	Ability to send stores requisitions in varied options e.g. email, print		
3.4.4.5	Ability to assign numbers automatically to requisitions.		
3.4.4.6	Ability to use requisition templates		
3.4.4.7	Ability to create and submit requisitions online		
3.4.4.8	Ability to select items from item master while requisitioning.		
3.4.4.9	Ability to allow buyers to return requisitions to requestors.		
3.4.4.10	Ability to enter free form text to describe the goods or services that are being requested.		
3.4.4.11	Ability to select vendors from a preferred supplier list during the creation of requisitions.		
3.4.4.12	Ability to view, query or print requisitions.		
3.4.4.13	Ability to decentralize the creation of requisitions.		
3.4.4.14	Ability to attach electronic documents to the requisitions (e.g. quote obtained from supplier).		
3.4.4.15	Ability to assign an item category code to items.		
3.4.4.16	Ability to have a supplier default onto a requisition and restrict the update of a		

	supplier when a preferred supplier agreement is in place for a specific commodity.		
3.4.4.17	Ability to send requisitions back to the requester with a text field allowing questions to be asked.		
3.4.4.18	Ability to make changes to Purchase Requisition after it has been created		
3.4.4.19	Ability to approve requisitions electronically.		
3.4.4.20	Ability to associate approval limits to employees.		
3.4.4.21	Ability to systematically email approval notifications to approvers.		
3.4.4.22	Ability to notify the approver that a requisition is in their approval queue via a notification summary.		
3.4.4.23	Ability to approve requisitions via email and update the system.		
3.4.4.24	Ability to reject a requisition online.		
3.4.4.25	Ability to inform the requisitioner of updates/corrections on rejected requisitions online.		
3.4.4.26	Ability to withdraw a requisition from the approval cycle online.		
3.4.4.27	Ability to forward a requisition for approval online.		
3.4.4.28	Ability to modify and then resubmit a requisition online.		
3.4.4.29	Ability to notify requisitioner via email when a requisition is not approved.		
3.4.4.30	Ability to notify a requisitioner when a requisition has been approved		
3.4.4.31	Ability to forward requisitions for approval/escalate to another approver with same approval rights when original approver will be unavailable for a period of time (ex. approver on leave).		
3.4.4.32	Ability to link requisitions to stores to check stock availability		
3.4.4.33	Ability to convert requisition to request for quotations (RFQ) automatically.		
3.4.4.34	The requisition should at a minimum have the following fields: - Requisite date Requisite number Requisite department Requested by Description of the goods and service Quantity required Units of measurement		

	Date needed Estimated amount Approvers Price VAT and any other taxes		
3.4.4.35	Ability to upload emailed, scanned, or folder item attachments for quotations (inward or outward)		
3.4.4.36	Ability to capture an expiry date of the quotation		
3.4.4.37	Ability to support approval of requisitions through the system and define appropriate levels of approval e.g. manager, head of departments etc.		
3.4.4.38	Ability to assign purchase and stores requisitions to relevant personnel in Procurement		
3.4.4.39	Ability to view all requisitions raised for a particular item to avoid duplications		
3.4.4.40	Ability to send request for quotations to prequalified vendors electronically		
3.4.4.41	Ability to consolidate multiple purchase requisitions from different departments/equipment for similar items		
3.4.4.42	Ability for authorized personnel to track the approval status of purchase requisitions		
3.4.4.43	Ability of the system to integrate with Inventory Module to allow internal requisitions from stores based on pre-define reorder levels for goods.		
3.4.4.44	Ability to track different procurement methods including: <ul style="list-style-type: none"> • direct • restricted • request for quotations • open tender • expression of interest required 		
3.4.4.45	Ability to define requirements for each type of procurement method including: <ul style="list-style-type: none"> • time for vendor response • time for evaluation • nature of evaluation committee • Evaluation criteria 		
3.4.4.46	Professional opinion from Procurement head		
3.4.4.47	Ability to enforce method of procurement based on criteria such as value, urgency, nature of the item , etc.		

3.4.4.48	Ability to track timelines for procurement activities		
3.4.4.49	Ability to assign Procurement Requisition to a Specific Staff in the System for expediting and alert to the same.		
3.4.4.50	Ability to convert the Requisition into Contract and LPO/LSO on completion of award process		
3.4.4.51	Ability to indicate the Expected Delivery Date / Completion period		
3.4.4.52	Ability to assign a Proposed Procurement Method to the Procurement Requisition		
C Purchase order			
3.4.4.53	Maintenance of pending LPOs / LSOs (for finance costs accruals)		
3.4.4.54	Ability to create purchase order for goods and services		
3.4.4.55	Ability to automatically generate purchase order numbers.		
3.4.4.56	Ability to modify purchase orders.		
3.4.4.57	Ability to reference quotation numbers on purchase orders.		
3.4.4.58	Ability to merge requisitions onto a purchase order.		
3.4.4.59	Ability to automatically generate purchase orders from approved online requisitions.		
3.4.4.60	Ability to close purchase order lines when invoices are matched to the purchase order.		
3.4.4.61	Ability to print and email purchase orders.		
3.4.4.62	Ability to generate purchase orders in multiple currencies		
3.4.4.63	Ability to centralize the creation of purchase orders.		
3.4.4.64	Ability to view, query or print a purchase order		
3.4.4.65	Ability to indicate whether an item is taxable and associate a tax code to the item on a Purchase Order		
3.4.4.66	Ability to attach electronic documents to the Purchase Orders (e.g. quote obtained from supplier, specifications, etc.)		
3.4.4.67	Ability to prevent purchase order from being sent to suppliers that are on hold in Accounts Payables.		

3.4.4.68	Ability to view account Status of Account Payables on Hold from the system.		
3.4.4.69	Ability to edit an open purchase order by authorized staff		
3.4.4.70	Ability to cancel a purchase order by authorized staff		
3.4.4.71	Ability for a purchase order to be automatically emailed to the supplier on approval.		
3.4.4.72	Ability to select items from item master during purchase order creation		
3.4.4.73	Ability to route purchase orders for approval.		
3.4.4.74	Ability to approve purchase orders by Job and Position.		
3.4.4.75	Ability to notify approvers when purchase orders require approval.		
3.4.4.76	Maintenance of stock holding levels & re-order levels and system notification upon reaching this threshold to procure		
3.4.4.77	Ability of the system to perform the complete procure-to-pay process, including requisitioning, purchase-order management, and invoice verification to payment		
3.4.4.78	LPO/LSO generation based on the referenced quotations (print, email) containing minimum narration, expiry, details, costs, specifications etc.		
3.4.4.79	Multiple items capture in LPO/LSO including quantities, prices and the total		
3.4.4.80	Capture of Suppliers delivery notes/job-cards which are linked to an LPO		
3.4.4.81	Capture of supplier invoice numbers ensuring they tally (= <) with the LPO to close the open LPO		
3.4.4.82	Ability to produce purchase orders in real time		
3.4.4.83	System that allows purchase orders to be opened /closed for a predetermined period.		
3.4.4.84	System able to support procurement of different services i.e. fixed rate contract service/fixed rate temporary labor/rate based temporary labor		
3.4.4.85	Ability of the system to do Spend Analysis per Item/ per Category/Department/Per Buyer/ Requestor/ budget		
3.4.4.86	Ability of the system to generate reports on Frequency and volumes purchased and seasonal trending of items		

3.4.4.87	Ability to convert successful quotations/tenders to purchase orders		
3.4.4.89	Ability to create multiple purchase orders against a single quotation/requisition		
3.4.4.90	Ability to create purchase order for service contracts with vendors		
3.4.4.91	Ability to record purchase order acknowledgement from vendor		
3.4.4.92	System should automatically generate an alert if acknowledgement is not received within a specified time from PO issue date		
3.4.4.93	Allow for multiple line description per item		
3.4.4.94	Checks for duplicate Purchase order numbers		
3.4.4.95	Ability to enter price, payment terms, special discounts, delivery instructions, delivery schedule etc. in purchase order/release		
3.4.4.96	System should allow reprint of PO with 'copy, amendment no., reprint' marked on the print out		
3.4.4.97	The system should allow to associate different approval hierarchies and conditions for different types of POs		
3.4.4.98	System should show all opened/closed PO's/Contracts at any point of time with an appropriate summary description for opened ones		
3.4.4.99	Ability to print purchase order terms and conditions		
3.4.4.100	Ability to maintain pricelists and price catalogues		
3.4.4.101	Ability to capture purchase order unit price, quantity, unit of measure, total cost and VAT		
3.4.4.102	Ability to track different stages of a purchase order such as - In-progress, approved, rejected, closed, completed, paid etc.		
3.4.4.103	Ability to define workflow and approval limits based on LPO amount		
3.4.4.104	Ability to allow authorized users to track status of approval their purchase requisitions and related purchase orders		
3.4.4.105	Ability to restrict information that end users should view in the procurement process such as vendor awarded (profiling)		
3.4.4.106	Ability to track period within which delivery should be done		

3.4.4.107	Report on price variances between purchase requisition and LPO		
3.4.4.108	Ability to scan and attach the contract to the LPO document in the system		
3.4.4.109	Ability to designate approval hierarchies to approve Purchase Requisitions, Purchase Orders and Vendor Quotations based on the following criteria: -Amount limit -Item ranges -Account Ranges		
3.4.4.110	Ability to send an electronic notification to approver to take action on the Purchasing document submitted for approval		
3.4.4.111	Ability to send an electronic notification on approval or rejection (with reason) of purchasing document (PR, PO and Quotation) to initiator		
3.4.4.112	Ability to put remarks/flag for items that require urgent approval		
3.4.4.113	Ability to define alternate approvers at each level of approval		
3.4.4.114	Ability to escalate to an alternate approver if a document remains unapproved within a user defined period		
3.4.4.115	Ability to make corrections on rejected document and resend for approval		
3.4.4.116	Ability to automatically forward document for approval to next person in hierarchy if the document is delayed beyond the specified time with a designation		
3.4.4.117	Ability to track approval status of purchase documents through the system with audit trails to track where delays are		
3.4.4.118	Ability to generate report on pending PR/PO supplier-wise, item-wise and department-wise		
3.4.4.119	Ability to generate report when the level of stock on-hand is below reorder level with information on PO pending, PR pending etc.		
3.4.4.120	Ability to generate reports on PRs, POs and reports pending approval on which no action has been taken for more than N number of days.		
3.4.4.121	Ability to perform ageing analysis for outstanding Purchase Orders based on cost centre, vendor etc.		
3.4.4.122	Ability to generate purchase order receipt reports		

3.4.4.123	Ability to generate purchase order reports - fulfilled orders, undelivered orders, on-time deliveries, not delivered on time, delivery performance rating, etc.		
D. Receiving goods			
3.4.4.124	Ability to enter receipts in the system for ordered goods and services.		
3.4.4.125	Ability to perform receiving corrections in the system while maintaining transaction history.		
3.4.4.126	Ability to enter returns in the system.		
3.4.4.127	Ability to notify requisitioners when an invoice is on hold because items have not been received in the system.		
3.4.4.128	Ability to flag items requiring Quality Inspections and issue alert before Inspection and Acceptance procedures		
3.4.4.129	Ability to notify Inspection Team to Conduct Inspection and Acceptance		
E. Payments			
3.4.4.130	Ability to capture an invoice image and attach it in system		
3.4.4.131	Ability to associate a portion of a purchased raw material and its cost to a work order.		
3.4.4.132	Ability to match asset related invoices to purchase orders.		
3.4.4.133	Ability to setup alerts for notification of invoices that require approval.		
3.4.4.134	Ability to alert requisitioners when invoice is completely matched to a purchase order.		
3.4.4.135	Ability to alert requisitioners when receipts are missing in order to match the invoice to a purchase order.		
3.4.4.136	Ability to inquire on quantity ordered and quantity billed, quantity received and quantity billed, quantity accepted and quantity billed		
F. Inventory Management			
3.4.4.137	Creation of products and services descriptions, codes, categories, stock items, non-stock items, fixed assets etc.		
3.4.4.138	Ability to conduct stock planning		
3.4.4.139	Ability to list service and product categories i.e. contracts, projects, services, stationery stocks, capital items (for tagging) and various finance general ledger, sub-ledger fields		

3.4.4.140	Maintenance of stock items to include code reading and recognition		
3.4.4.141	Maintenance of stock prices (1) one off, (2) upon receipt (3) continuous / recurrent items		
3.4.4.142	Identification and selection of product/service lists and related costs/ request etc.		
3.4.4.143	Code-driven goods receipt and issuance of store items		
3.4.4.144	Generation of GRNs in reconciliation with LPO (Delivery details) for payment processing (3- way match)		
3.4.4.145	Ability to conduct LIFO/FIFO issuance criteria as may be necessary		
3.4.4.146	Ability to generate Items requisition receipts detailing items and requesters details		
3.4.4.147	Automatic update of stocks to the stores (after GRN)		
3.4.4.148	Ability to generate a price list per last purchase per item & supplier (maintenance of previous transactions and trace)		
3.4.4.149	Ability to consolidate requests into one		
3.4.4.150	Ability to captures stores returns		
3.4.4.151	The system should support stock taking management & variance solutions		
3.4.4.152	Capability of creating a master item list/ itemize master data		
3.4.4.153	Options to choose items to be supplied and activate subsequent activities by requestor		
3.4.4.154	Drop down list of available stock/stationery items, services, fixed assets		
3.4.4.155	Ability to select quantity required for a specific stores/stationery item		
3.4.4.156	Delivery location of the item (user defined or predetermined)		
3.4.4.157	Support the issuance process by providing capability of posting/transferring issued quantities to user departments		
3.4.4.158	Printing of a report of request at issuance		
3.4.4.159	Feedback build through the system with user confirmation of receipt		
3.4.4.160	Track inventory valuation using moving average, standard costing or any other costing method at the inventory item level.		
3.4.4.161	Generate alerts to staff on disposal expected dates		

3.4.4.162	Stock transfer - the ability to transfer inventory items from one location to another with an easy-to-use transaction interface.		
3.4.4.163	Ability to issue the items either as a expenditure or a Capital Item		
3.4.4.164	Ability to support digitalizing/imaging of physical items stored		
3.4.4.165	Receiving Header facilitate at least following information -P.O. Number -Buyer -Requester id -Date required -Comments -Receipt location -Contract Number		
3.4.4.166	Receiving line facilitate at least following information: -Quantity required -Quantity delivered -Price -Units of issue/purchase -Expiry date -Item required date -Delivery date -Item description -Comment lines -Destination		
3.4.4.167	Receipt numbers can be: -Automatically generated		
3.4.4.168	Receipt entry screen displays latest purchase order data		
3.4.4.169	Validates receipts on-line against: -An open purchase order line item -A scheduled quantity -A scheduled delivery date		
3.4.4.170	Ability to automatically post lead times to the item master file		
3.4.4.171	Specifications provided in the Procurement Request shall be available under the inspection information		
3.4.4.172	Provision for making comments upon inspection		
3.4.4.173	Provision to accept or reject the specification		
3.4.4.174	Link to payment/inventory/asset register or any relevant module		

3.4.4.175	Ability for system to provide a functionality for mass cancellation of purchase requisitions and orders that are longer required as per predefined criteria to free system space		
3.4.4.176	Ability of the system to enable background processing of scheduled reports		
3.4.4.177	Ability of the system to enable creation and maintenance of approved items price lists		
3.4.4.178	Ability of the system to enable creation and maintenance of supplier items catalogues		
3.4.4.179	Ability of the system to create Electronic Catalogue for all items /Services		
3.4.4.180	Stock holding and re-order levels with auto system notification upon reaching threshold to procure with approvals		
3.4.4.181	Ability to pause stores requisition during stock take to prevent altering of stock numbers during the stock take process		
3.4.4.182	Ability to restrict requisition of an item that is out of stock and generate alerts when stock is running low		
G. Supplier management and sourcing			
3.4.4.183	Ability to create service providers /suppliers		
3.4.4.184	Maintenance of service provider's details to include name, registration numbers, VAT no. , PIN no, full addresses, contact numbers, contact persons (with details), internal reference numbers, industry reference, service provision category, e-mail numbers etc.		
3.4.4.185	Ability to pre-qualify suppliers in their various categories		
3.4.4.186	Ability to generate supplier and vendor codes		
3.4.4.187	Maintain supplier evaluation information		
3.4.4.188	Maintain supplier performance history		
3.4.4.189	Automatic evaluation of suppliers through agreed criteria		
3.4.4.190	Create and rank approved supplier list		
3.4.4.191	If the validity period expires, then the Supplier should automatically become		

	inactive, Should be override-able with proper authority		
3.4.4.192	System should maintain a list of suppliers whose validity has expired		
3.4.4.193	The system should maintain the following information on supplier's information capabilities:		
3.4.4.194	Statistics for on-time, early, late deliveries		
3.4.4.195	Supplier performance analysis: quality defects, delivery performance, cost/price		
3.4.4.196	Supplier performance (price, quality, delivery) report		
3.4.4.197	Multiple Search criteria for supplier data		
3.4.4.198	Historical information on Purchase Order / contract cancelled if any.		
3.4.4.199	Ability to up-load of Delivery Notes / Invoices Job Cards and invoices to prompt payments		
3.4.4.200	Linkage of supplier to on-board the system		
3.4.4.201	Ability to link to the reporting module where a list of pre - qualified vendors or suppliers can be generated		
3.4.4.202	A purchase order can be created based on a vendor price list stored and maintained by the solution.		
3.4.4.203	The solution tracks the purchase order through the process using purchase order status (e.g., active, submitted, approved, rejected, received, partial received, vouchered, void, etc.)		
3.4.4.204	The solution tracks the requester, issuer, approver, and receiver of the purchase order		
3.4.5. RISK, COMPLIANCE & AUDIT			
3.4.5.1	Ability to generate audit reports;		
3.4.5.2	All Audit workflows must be automated		
3.4.5.3	Ability to save audit logs on all the transactions undertaken in the database		
3.4.5.4	Ability to send generate and send alerts/notifications to all respective officers involved in the audit the relevant information e.g audit schedule, audit notification etc;		
3.4.5.5	Capability to flag any major non-conformity and non-implementation of any corrective action;		
3.4.5.6	Ability to avail corrective action request form in the system;		

3.4.5.7	Ability for users to report progress on audit team recommendations and submit reports on the same on the module;		
3.4.5.8	Ability for Corrective action plan to be done online within the given time frame;		
3.4.5.9	Capability to avail the documents needed for the audit process and allow access of the same such as Audit checklist, attendance register, audit meeting agenda, audit basis, audit notification, legal requirements evaluation form etc;		
3.4.5.10	Ability to send alerts and emails on audit to be done;		
3.4.5.11	Capability to have templates for reports; and		
3.4.5.12	The system should enable the appointment of audit teams and auditees and send notification to members of the audit teams and auditees on their nominations		
3.4.5.13	All the ISO management process should be automated end to end as per the international standards		
3.4.5.14	System should allow the departs to report online and system to allow for Identification of potential non-conformities, Identify capture the root cause and Determine preventive action based on the impact		
3.4.5.15	The system should allow the QMR to conduct the evaluation in real time.		
3.4.5.16	The system to allow the QMR to input comments in the potential Non-conformity form		
3.4.5.17	Allow for Monitoring the action to determine effectiveness		
3.4.5.18	System should allow for communication and alerts		
Internal Quality Audit			
3.4.5.19	System should allow for the Scheduling of internal audit indicating: <ul style="list-style-type: none"> • Dates of audits • The appointed internal auditor(s) • Audit criteria and • Audit scope 		
3.4.5.20	QMS Auditors are notified through the system		
3.4.5.21	Auditors accept the assignment through the system		
3.4.5.22	Notice is sent through the system and documents requested		

3.4.5.23	Auditor prepares an audit checklist in the system		
3.4.5.24	Opening meeting is carried out		
3.4.5.25	The audit is carried out and documented in the system		
3.4.5.26	Non-conformities are identified, and classified as either major, minor or areas of improvement and recorded in nonconformities form		
3.4.5.27	Closing meeting is held and findings are read to the auditee		
3.4.5.28	Non-conformities are sent to the HOD for root cause analysis		
3.4.5.29	Ability to save audit logs on all the transactions undertaken in the database		
3.4.5.30	The system should provide an audit trail of all accounts payable request sent by the payables accountant and all approved payables request		
3.4.5.31	Comprehensive audit trail features including a facility to monitor system usage both online and in hard copy, showing system activity by : User ID; : Application/Module : Terminal : Date/time : Activity (before and after image) and Changes report capturing all the above		
3.4.5.32	The system MUST have audit trail/log capabilities and allow generation of hard copy management and audit reports		
3.4.5.33	-Access the audit procedures captured in the audit program for the audit -Capable of recording the audit observations and findings. -Automatically link the findings to supporting documents and audit procedures -Assign risk severity level to each finding -Assign risk severity level to each finding Capture audit procedures to carry out substantive or validation audit tests. -Capture audit conclusions and recommendations -Automatically capture the audit recommendations from the Audit Report -Track and automatically follow up all pending findings		

	-Track and follow up multiple management responses and by addresses		
3.4.5.34	Access to all modules of the ERP system		
3.4.5.35	Ability to save audit logs on all the transactions undertaken in the database		
3.4.5.36	Audit Trails to be implemented		
3.4.5.37	Rights to audit the audit trail		
3.4.5.38	Capability to query and export to various formats		
3.4.5.39	Ability to query from different tables that data is kept and linking them		
3.4.5.40	Ability to produce and print various reports as per audit requirements		
3.4.5.41	Ability to link with an audit software for the purpose of audit		
3.4.5.42	Adequate controls to ensure no functional overlaps; e.g LPOs/ LSOs should only be prepared by officers in the supply chain department and all purchase orders should be linked to purchase requisitions		
3.4.5.43	Where any control overlap happens, notification to audit should be raised immediately		
3.4.5.44	Inability to change documents after the next person has acted on it unless returned by the person e.g. LPOs, Purchase requisitions		
3.4.5.45	Inability to change transactions of past period that has been closed		
3.4.5.46	Mandatory fields to capture primary data should be well put for employees, vendors etc.		
3.4.5.47	Rights of users should be properly segregated.		
3.4.5.48	Where a system is inactive and transactions are processed, a notification should be sent to audit automatically		
3.4.6 CORPORATE COMMUNICATION, PUBLIC COMMUNICATIONS & MARKETING			
3.4.6.1	Ability to setup different stakeholders and partners that the Organization engages with		
3.4.6.2	360-degree view of each Stakeholder/Partner or Customer-Track their general details, interaction logs and inquiries		
3.4.6.3	Enquiries management across different channels such as front-office desk, calls, emails etc.		
3.4.6.4	Complaints, Compliments and Suggestions Register		
3.4.6.5	A register of all internal and external communication releases		
3.4.6.6	Managing promotional materials		
3.4.6.7	Company events and CSR activities		
3.4.6.8	E-Visitor Book		

3.4.6.9	Integrated sales & marketing capabilities		
3.4.7 CEO's OFFICE			
A. EMAIL			
3.4.7.1	The system should have capabilities for dashboard that contains planning utilities such as electronic calendar for scheduling and monitoring CEO's activities;		
3.4.7.2	The system should enable booking appointments with the CEO as informed by CEO's calendar with integration to email;		
3.4.7.3	The system should enable the CEO to assign tasks and activities to Head of Research and Development; Corporate Services, Deputy Directors, Head of Sections and other corporate staff and allow monitoring of the assignments;		
3.4.7.4	The system should have capabilities to interlink with ALL modules in the ERP system such as: <ul style="list-style-type: none"> • The E-board for coordinating with the board of directors; • Quality Assurance and Corporate affairs for monitoring of the Strategic Plan and PC; • Research and development (R&D) module for overseeing research activities; • Supply Chain Management module for monitoring the Procurement Plan etc.; • Finance module for monitoring the Agencies budget; • The Administration module for administering transports matters and overall admin operations; • The Corporation Secretary's module for monitoring cases etc.; and Human Resource module to monitor various HR activities.		
3.4.7.5	The system, should enable the CEO to get notifications or alerts on issues escalated to his desk;		
3.4.7.6	System should have capabilities to monitor comprehensive performance of the Agency e.g. Research activities at the eco regions, weekly or monthly purchase and procurements, sales from enterprise etc.		
B. Management of Appointments			
3.4.7.7	Ability to create appointments and link them with an email account e.g. Outlook/Google etc.		

3.4.7.8	Ability to re-assign, reject, accept appointments		
3.4.7.9	Ability to change appointment details e.g. date/time, reject		
3.4.7.10	Ability to notify parties involved in any appointment e.g.in case of acceptance/rejection, assignment etc.		
3.4.7.11	Ability to convert/link an appointment to a task that follows the flow of managing a task		
3.4.7.12	Reports Ability to generate various reports including: List successful meetings filtered by date detailing the agenda, attendees, date ,Failed/ Successful meetings filtered by date detailing the agenda, attendees, date Available dates in a calendar year. Ability to generate high level and low level reports on overall institutional performance based on ERP data (Financial, Strategic Plan Progress, Project Management etc.)		
C. Overall system requirements			
3.4.7.13	Ability for creation of tasks and assigning them to different officers/ groups for action		
3.4.7.14	Ability for the assigned officer to be notified		
3.4.7.15	Ability for tracking of tasks from start to finish		
3.4.7.16	Ability to assign priority/urgency to assignments		
3.4.7.17	Ability to give timelines for finishing such assigned tasks		
3.4.7.18	Ability to produce analysis reports per defined period detailing		
3.4.8 LEGAL SERVICES-GENERAL REQUIREMENTS			
3.4.8.1	Comprehensive Case Register		
3.4.8.2	The system should provide the ability to record all corruption incidences		
3.4.8.3	Track all legal advice & enforcement activities		
3.4.8.4	Ability to support wealth declarations		
3.4.8.5	Comprehensive land index register		
3.4.8.6	Comprehensive register for contracts signed by the Agency		
3.4.8.7	Circulars and Legal notices register		
3.4.8.8	Agreements, transfer and MOUs register		
3.4.9 PROJECT MANAGEMENT, ADMINISTRATION (CONTRACTORS PORTAL) & ACCOUNTING			
3.4.9.1	The module should have the ability to adopt the Project Management processes <ul style="list-style-type: none"> • Project initiation & planning 		

	<ul style="list-style-type: none"> • Project Budgeting • Project Execution • Project Monitoring • Project related procurement processes integrating with the procurement plan (invitation of bids & Evaluation, Contract signing etc. • Project closure & handover Contractors Portal 		
Detailed Explanation of Specifications Required.			
3.4.9.2	<p>The system is expected to provide fully automated interfaces with the following systems/modules</p> <ul style="list-style-type: none"> • Procurement module to receive supplier invoices • Human Resources - Payroll and other employee related transactions <p>Project Accounting</p>		
3.4.9.3	The system should perform flexible budgeting for capital and operating projects while adhering to level of budgetary controls established in the General Ledger.		
3.4.9.4	The system should have the ability to differentiate transactions between operating and capital budget items.		
3.4.9.5	The system should provide budget forecasting for multi-year periods, which can support development of a Capital Improvement Plan and an Operating Project Improvement Plan.		
3.4.9.6	The system should allow for multiple fiscal year budgets for projects.		
3.4.9.7	The system should provide multiple revisions and amendments to the budget in the above detail.		
3.4.9.8	The system should track projects over multiple years.		
3.4.9.9	The system should track projects by budgets.		
3.4.9.10	The system should allow users to create and maintain project schedule templates.		
3.4.9.11	The system should support the recording of scanned supporting documentation, and will link the document from the document management system (DMS) with the ERP transaction.		
3.4.9.12	The system should provide contract items variations and extension of project period		

3.4.9.13	The system should be able to breakdown the project into tasks and sub tasks for monitoring purposes		
A. Project Accounting			
3.4.9.14	The system should be completely integrated with other system modules to provide real-time transactional information for requisitions, contracts and labor distributions. These modules include but are not limited to the following: <ul style="list-style-type: none"> • The system should track both outsourced contracts and in-house spending to a project. • The system should track multiple contracts to a single project 		
B. Project Budgets			
3.4.9.15	The system should allow for inquiries into project budgets, pre-encumbrances/encumbrances, revenues, and expenditures at any level described above.		
3.4.9.16	The system should access prior years' project cost.		
3.4.9.17	The system should establish reimbursable budgets for projects.		
3.4.9.18	The system should track Reimbursable budgets control expenditures available for project billing only.		
3.4.9.19	The system should report actual project cost-to-date for the capital or operating budget.		
3.4.9.20	The system should be able to control budgets, budget supplement, budget variations and closure.		
C. Reporting Requirement for Project Administration and Accounting			
3.4.9.21	The system should provide multiple levels of reporting		
3.4.9.22	Dynamic reports with the provision for a drill-down capability.		
3.4.9.23	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools and this shall not be restricted to record data that relates to water production, distribution and record assets registration and treatment data for the existing water supply systems namely: Marere Springs, Pemba dam, Mzima Springs, Tiwi Bore holes and Baricho Boreholes etc.		
3.4.9.24	Following additional reports: <ul style="list-style-type: none"> • Monthly budget reports • Quarterly budget reports 		

	<ul style="list-style-type: none"> • Reallocation reports • Actual vs. Budget • Year expenditure/revenue reports • Annual budget reports • Cost centre budget reports in user defined period • Performance contracting reports • Variance Reports (Budgets, Project Period, Contractual etc.) • Time Tracking Reports (Delays, Overdue, Extensions of time etc.) 		
D. Contractors Portal			
3.4.9.25	<p>Online contractors' portal with the following capabilities:</p> <ul style="list-style-type: none"> • Ability to handle project mobilization activities such as project team appointments and commencement orders • Ability to handle online submission of Work Execution Plans for the mobilized works/projects and have them reviewed • Comprehensive projects register with planned, ongoing and completed works/projects • Ability to file daily work records and manage progress of works via the portal • Project quality assurance tools such as Supervision checklists, Materials inspections, Regular and Ad hoc inspections and Corrective orders • Ability to manage Project Health, Safety and Environment requirements such as Project OSH Plans, Safety Meetings/Training Register and Safe Works Permits • Integrated project risk management capabilities such as Risk status reports and Risk incident reports for each project site. <p>Automated payment certificate (advance payment, interim and final payment certificates) processing-Online initiation of payment certificates by contractors through the portal, review of works and approval by the Agency and payment processing.</p>		

LOT 2: SUPPLY, INSTALLATION, IMPLEMENTATION, TRAINING OF ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS), DIGITIZATION/ INDEXING AND WORKFLOWS

The Purchaser's Business Objectives for the implementation of an On-Premise Electronic Document Management System (EDMS)

CWWDA is also interested in implementing an On-Premise Electronic Document Management System (digitization, indexing and workflows) which will provide the following benefits;

1. Reduce or eliminate paper flow and storage throughout the agency.
2. Have quick and easy access to documents and information
3. Optimize document flow throughout the agency
4. Preserve document confidentiality and integrity
5. Minimize cases of lost or misplaced documents
6. Eliminate duplication in filing documents
7. Maintain consistency in filing documents
8. Improve organizational productivity.

Scope of Work

Coast Water Works Development Agency requires the services of an experienced Document Management System service provider to provide a Document Management System, train users and digitize all files, index them into the proposed Document Management System, develop and automate workflow processes such as registration of contractors, internal memo correspondences board papers etc. and provide comprehensive user training in the use of the Document Management System. In order to get maximum benefit from this exercise, the successful bidder will be expected to: -

1. Prepare a Technical proposal for Digitization, indexing and Comprehensive user training on the proposed On-Premise Electronic Document Management System (EDMS).
2. Install and configure an On-Premise Electronic Document Management System (EDMS) that is fully compatible with the existing system or proposed new ERP.
3. Customize the system and compartmentalize its access levels via appropriate interfaces to allow users wide access via Wide Area Network.
4. Provide Document Conversion / Digitization services for physical records for **500,000 files**.
5. Provide comprehensive onsite user training to selected personnel from the different departments within the agency.
6. Develop and document a Maintenance Agreement (Service Level Agreement) for long term maintenance of the system and continuous user training for three years.

Technical Specification		Bidders Response	Reference Pages in brochure/document
S/No	Firm Qualification		
SCOPE OF WORK			
1.	The supplier must be a fully qualified service provider of Electronic Document Management Systems (EDMS) and Digitization services and MUST have been in the field of provision of these services for at least 15 years (Attach Documentation)		
2.	Staff Qualifications: Must have at least 5 Certified Trainers of the EDMS		
3.	The successful bidder must show evidence of having installed an On-Premise EDMS system in both private sector and government organizations.		
4.	Inventory of the existing documents generated and / or received will provide the following: <ul style="list-style-type: none"> • Provide a detailed design for the proposed On-Premise EDMS. • Produce an EDMS indexing schema based on existing records • Produce document classes and types required for EDMS based on the existing records • Propose systems architecture scalable over time, and how it will be configured for the Disaster recovery 		
5.	The system Should be able to support a relational database management system for examples Microsoft SQL server or Oracle database.		
6.	Develop a filing plan or categorization of files during business needs analysis for documents to aide in the backfile conversion of existing records (Digitization)		
7.	Filing and indexing all existing documents according to the structure and metadata agreed upon after digitization is done.		
SCANNING SOFTWARE			
Document Conversion software requirements			
8.	Automate the core processes such as registration of contractors and correspondence management. The system should also be able to complement the existing core system through integration to aid in management of paper records and retrieval of the same for faster decision-making process		
9.	The project concerns the management of all types of documents including but not limited to		

	documents emails, forms, contractor files, payment order, voice, images, video, etc.		
10.	The bidders must specify the scanning software and models of scanners to use in this project for conversion of physical records. The scanners must be certified digital imaging scanners.		
11.	The scanning software used must support a wide range of scanner models and driver interfaces.		
12.	The software should provide full featured scanning controls, including: autodeskew (single and multi-page), auto de-speckle, page recognition, rotate, crop, minor, repaginate, delete, insert from disk, print, zoom in/out pan, versioning, and others.		
13.	The system should utilize a relational database model		
14.	The system should support multiple platforms. Such as Windows, Linux, Sun Solaris, IBM AIX, etc.		
15.	The system should support multiple databases, for purposes of spreading database loads across multiple servers as the application grows.		
16.	To index all digitized records to allow for quick easy and timely access to and retrieval of records and information as they may be required.		
17.	To provide an automated environment for the capture of electronic records and images quickly and effective for enduring retention.		
18.	The system should provide for hosting of commonly used forms such as leave application, equipment requisition forms, etc. so that users can open, fill, sign and forward them for processing without printing them either as standalone objects or as a related data object.		
19.	The system should have the ability to sort documents/records based on parameters such as departments/organizational grouping/ functional units etc.		
20.	The system should be able to manage physical files or enable loan out of files and keep track of physical files including media type, record format and physical location.		
SYSTEM ARCHITECTURE			
21.	The system MUST be fully web based, and accessible from any browser		
22.	The system should support a multi-tier architecture with each tier fully independent.		

23.	The system should have the ability to integrate with Microsoft active directory (for authentication) and email system		
24.	The system should have the capability to use a separate document server or File server for better management of records. The system MUST come with option of defining storage controllers where the documents will be stored with option of Mirror pools and digital signatures for stored images.		
25.	The system should provide a flexible API for system integration and application development enabling integration to any system e.g. ERP's etc.		
26.	The system should provide modeler facility to customize the document management interface to meet specific functional requirements.		
27.	The system shall support distributed document repositories for document upload and access at local level, which can be replicated with central repository at scheduled intervals.		
28.	The system should support unlimited storage capacity by automatic / manual creation of volume disks of predefined sizes and disk labeling.		
SYSTEM INTERFACES: CREATING A FIXED RECORD			
29.	The system must ensure that electronic records are captured and stored along with associated metadata, regardless of format or technical characteristics		
30.	The system must ensure that each electronic record and record aggregation is uniquely identifiable within its electronic containers and store this identification as metadata with the record on the electronic container.		
31.	The system should allow users to capture and store electronic records in their native formats. Example tiff, word, audio files etc.		
32.	The system should not limit the number of records that can be captured and retained by the system.		
33.	The system must be able to automatically capture metadata acquired directly from an authoring application, operating system through a well-defined capture mechanism etc.		
	The system must restrict the ability to amend record metadata through ACL (Access Control List).		
34.	The system must allow the manual or automatic updating of all metadata attributes that are determined by classification, following reclassification of a record or, where applicable an aggregation of records.		

35.	The system must be able to store selected metadata overtime, regardless of whether the related record has been archived, deleted or destroyed.		
36.	The system should be able to capture metadata manually by a user, through a well-defined indexing or data capture process that allows the developer to determine how records are processed for indexing, with capability of equal distribution to data entry clerks		
37.	The system should allow application developers or administrators to define customized and user defined metadata fields with the EDMS system.		
38.	The system should provide facilities to set some metadata fields a mandatory or unique		
39.	The system should retain history in the metadata profile for a record		
RECORDS CLASSIFICATION			
40.	The system should restrict only to authorized individuals the ability to create, edit, and delete file plan components and their identifiers		
41.	The system should support a hierarchical file plan using folders and subfolders. Any limit on the number of folders/subfolders should be specified.		
42.	The system should provide facilities for linking/cross referencing of related records by use of reference object keys or hyperlinks.		
43.	The system should support quick scanning and indexing of bulk documents. Indexing and quality checks and verification should be mapped as stages in the scanning solution		
44.	The system should support a client-server architecture to facilitate temporary storing of scanned images locally before uploading to the central server		
45.	The system should support automatic categorization of scanned images as different documents like application form, supporting documents, field reports etc.		
46.	The system should provide for features that can support automatic indexing from specialized zones like the OCR functionality		
MAIN FEATURES OF THE SYSTEM			
47.	The system must be a one unified platform feeding many business processes and each department should have its own documents and processes.		
48.	The system must allow a secure access to the documents through the web.		

49.	The system must allow the integration of the mailing system and also capture of important emails and facilitated archival of the same in the Document Management system.		
50.	The system must include a rule-based workflow builder / modeler to enable definition of approvals levels of work and routing of electronic paper documents to different users within the organization.		
51.	The system must enable automatic saving of documents of the word processor or spreadsheet directly from Microsoft office applications.		
52.	Means to indexing documents based on keywords or tags with high-speed document retrieval facility.		
53.	Manages and archives documents with full version control and audit trails		
54.	The system MUST support Multi-lingual query support.		
55.	Support of image formats like BMP, TIFF, JPEG, GIF, PCX as well as video input In-built features to support work flow, insertion of annotations, access of documents through Web based interfaces, etc.		
56.	It must provide system security. The vendor must provide detailed the detail of how to implement a security strategy to provide for the security of the system and its integrity.		
VERSION CONTROL			
57.	The system should support the assignment of versions to documents with a facility for making version comments The system should support all commonly used file formats like Office, PDF, TIFF, JPEG, GIF, BMP, etc.		
58.	The system must support integration with the mail server for direct uploading of e-mails and their attachments for corresponding users and indexing based on defined parameters <ul style="list-style-type: none"> • Save emailed document including attachments • Save recipient email Address • Save send email address, date, time, etc. • E-mail status - sent successfully or email send filed 		
59.	The system must prevent the destruction or deletion of electronic records and associated metadata at all times except as provided by the organizations retention and disposal schedule		
60.	The system must draw together all elements of metadata to create a metadata profile for an		

	electronic record or aggregation of electronic records		
SEARCH & RETRIEVAL			
61.	The system should provide flexible and extensive facilities for searching electronic records and aggregations of electronic records and rendering of search results in a variety of formats e.g. display, print etc.		
62.	The system should support advanced search using Boolean and logical operators		
63.	The system should support full text search on image and electronic records		
64.	The system should support a facility to export search results to other applications e.g. Excel		
65.	The system should support combined search on profile, indexed and full text search		
66.	The system should support for thumbnail on image documents		
BUSINESS PROCESS MANAGEMENT			
1.	The system shall support authorized users to forward the files/documents for approval in a pre-defined or flexible route. Different users in the route would be able to access the work items from their Inbox, process it and forward it or revert it for further processing.		
2.	The system shall support collaborative working on documents in a secure environment through Workflow instances.		
3.	The system shall support routing of Workflow instances to users' inboxes for their action.		
4.	The system shall provide Clear distinction between read and unread and high priority work items.		
5.	The system shall provide a facility to see complete track sheet and note sheet.		
6.	The system shall give an option to Refer Work items to other users for reference even if that user is not the part of the workflow route.		
7.	The system shall provide option for either the last user of the workflow to complete the workflow or every user of the workflow do the same depending upon the workflow definition.		
8.	The system shall support Facility to Divert work items to other users for delegating or substituting, whenever user goes on leave.		

9.	The system shall support Time-based and event-based reminders and automatic escalations to concerned user after a specified interval of time.		
10.	The system shall provide facility to assign tasks and set deadlines for each user in workflow.		
11.	The system shall provide option to for user to request for change of deadlines.		
12.	The system shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path.		
13.	The system shall support strong searching, reporting and monitoring of work process and status to help in automating work processes and improve efficiency like search on pending work items, completed work items or No. of work items pending with specific user etc.		
SECURITY			
14.	The document management system shall support definition of Users, Groups and Roles relation in the system.		
15.	The system shall support access permissions on Folders, documents and object level.		
16.	The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).		
17.	The system shall support system privileges like Create/Delete Users, Define indexes etc.		
18.	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database.		
19.	The system shall support integration with Active Directory for extensive password validations e.g. passwords of minimum characters, alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.		
20.	The system shall support Disaster recovery by storing data in NAS/SAN and replicating the data to remote locations.		
21.	The system shall support provide support for HTTPS's/SSL for secured data transfer.		

22.	The system shall provide LDAP support for integrating with directory services and shall support single sign on.		
23.	The system shall support Extensive Audit-trails at document, Folder and for highest levels for each action done by particular user with user name, date and time.		
24.	Support for viewing email attachments in the native application.		
EMAIL MANAGEMENT			
25.	The System MUST enable users to communicate via emails directly from the EDMS, where a clarification is required on a document being processed		
26.	The System MUST support different mail server, and all email protocols.		
27.	The system MUST support capturing of emails into the EDMS system for archival purposes		
28.	The bidders must give assurance that the system components are covered and provided with warranty agreements. The warranty shall cover correction of system processing defects attributable to the software, hardware/software configuration and network infrastructure (where applicable) for a period of 12 months (1 Year).		
29.	The bidder must have locally available qualified and experienced IT personnel who will provide assistance in the installation, implementation and utilization of the system. They must be located locally and dedicated to this project. Technical and project management support shall be required until the end of the project.		
30.	System Management Training for four (4) IT Staff		
31.	System operation training for approximately twenty (20) End Users and 4 Administrators of the system.		
DOCUMENT SCANNING			
1	The bidder Must be Operating ISO certified digitization procedures, that have been proven to work over time. Provide Evidence of Quality Management Standards e.g. Copy of ISO Compliance Certificate ISO 9001:2015.		

2	Must provide the proposed digitization processes that ensures that final digitized electronic copies are true copies of the original physical file		
3	Must provide evidence of availability of required A equipment's and resources for the Digitization exercise- Computers, scanners, support staff, evidence of bureau staff in past projects etc.		
4	Bidder MUST have capability to scan 200,000 images per day with all the scanners in a normal shift.		
5	The imaging devices (Scanners) Provided by the bidder MUST be able to scan various sizes of documents for example A5, A4, A3,		
6	The provided technology for scanning MUST be CCD (Charge-Coupled device) or higher		
7	The bidder should ensure that Illumination technology provided is white LED for high quality images. The capture images MUST be true copies of the Original.		
8	<p>The bidder must state Project management approach used in previous digitization projects and/or future prospects in digitization/scanning project. These management MUST include the following.</p> <ul style="list-style-type: none">i. Digitization approachii. Data security and Controliii. Project Assumptions, Constraints, and Risksiv. Deliverablesv. Task flow chartingvi. Timeline schedulingvii. Resources allocationviii. Communication to stakeholdersix. Problem resolution during the project		

9	<p>The bidder MUST state pre-scanning activities employed during digitization projects in regard to the following</p> <ul style="list-style-type: none"> i.Site setting ii.Document requisition from the Registries iii.Document Control after receipt from Registries iv.Document preparations v.Pre-scanning Decisions vi.Scanner testing vii.Scanning viii.Indexing ix.Quality control x.Retake xi.Restoration of unbound vital documents xii.Filing back and return to Registries 		
10	<p>The bidder is expected to State Quality Control Mechanisms in digitization/ scanning project in regard to:</p> <ul style="list-style-type: none"> i.Electronic Image Attributes ii.Selecting Sample Size for QC iii.Sampling Plans for a Normal Inspection iv.Acceptable Quality Levels (Normal inspections) 		
11	<p>Submit letters of reference from three Organizations /corporate clients. Indicate scope/extent of the digitization/scanning services rendered value of contracts, contact persons - address and telephone numbers.</p>		
12	<p>The bidder is required to State how they intend to ensure security and confidentiality of the sensitive and vital records during the process of digitization? Give at least 3 critical controls used in previous digitization projects.</p>		

Related Hardware and Software for Lot 2

2a. Supply, delivery, installation, configuration and testing of Scanners with their appropriate accessories.

S/N	Item	Minimum Requirements	Quantity
1	Scanner devices	<p>The scanners should have the following or better of these features</p> <ul style="list-style-type: none"> • Should be duplex Production Scanner with Document Feeder, use Visioneer Acuity image enhancement technology with 50 lbs weight, USB 3.1 Gen.1 Interface, 500 sheets (20 lb. paper) ADF Capacity and support Color, Grayscale, Black and White scanning. • Other features: 24-bit color output Bit Depth, LED Light Source, Scan speeds up to 120 ppm / 240 ipm, 100,000 pages daily duty cycle with 500-page adjustable input tray, Visioneer OneTouch, Capture SE* and Organizer AI* applications. Proprietary Parallel Scanning support. Auto Color Detection, Auto Page Size Detection, • Active Thresholding, Batch Separation, Character Emphasis, Paper • Feed Tray (Adjustable), Pre-Scan, Prevent Bleed through/Remove Background, Punch Hole, Removal and Rapid Recovery System • Supply with drivers and appropriate documentation 	3
2	Warranty	3/3/3 system warranty includes three years of parts, three years of labor, three years of onsite support coverage.	3 years
3	Other appropriate accessories	Extension cable: Smart with at least 5 ports and Surge protector	3
		Provide any other appropriate accessories including cables and connecting items.	Assorted
4	Service	The service provider should carry out all Installations, Configurations and set up activities including training.	

2b. Supply, delivery, installation, configuration and testing of a Network Attached Storage (NAS) device with its appropriate accessories for Lot 2

S/N	Item	Minimum Requirements	Quantity
1	NAS device	<p>The NAS device should have the following or more of these features:</p> <ul style="list-style-type: none"> • At least 64TB (4x16TB) Rackmount NAS • Should be a closed system able to provide at least 256-bit drive encryption, RAID options, and flexible replication and backup features 	1

		<ul style="list-style-type: none"> • Should be VMware Certified and able to expand storage capacity of servers using iSCSI and existing networking equipment. • Should be at least RAID 6 pre-configured for out-of-the-box protection to save you time and effort • Should be able to create a hybrid cloud integration by providing Sync features with Amazon S3, Dropbox, Azure and OneDrive to create a hybrid cloud. • Provide fast transfer speeds of at least 10GbE data transfer with CAT 6A or higher-rated cabling. • Provide features for remote service management enabling management of multiple NAS from a single console. • Protocol supported: AFP, CIFS/SMB, FTP, NFS, SFTP, SNMP, iSCSI over ethernet, HTTP/S among others • Replication support: Microsoft Distributed File System Replication (DFS-R) • Compatibility: to Windows 10, Windows 8.1 (32-bit / 64-bit), Windows 7 (32-bit / 64-bit), Windows Server 2016, Windows Server 2012, Windows Server 2012R2, Windows Server 2008, Windows Server 2008R2, Mac OS X 10.9 or later • Drive description: 8 x 8 TB 3.5" HDD • HD type: at least Hot plug 	
2	Warranty	3/3/3 system warranty includes three years of parts, three years of labor, three years of onsite support coverage, next business day response. Software media is warranted to be free of physical defect for a period of 90 days from delivery.	3 years
3	Other appropriate accessories	Extension cables: Smart with at least 5 ports and Surge protector	1
		Provide any other appropriate accessories including cables and connecting items.	Assorted
4	Service	The service provider should carry out all Installations, Configurations and set up activities	

2c. Supply, delivery, installation, configuration and testing of printers with their appropriate accessories for Lot 2

S/N	Item	Minimum Requirements	Quantity
1	Printers	<p>The printers should have the following or more of these features:</p> <ul style="list-style-type: none"> • Duplex 4 in one (Copy, Print, Scan, Fax) printer with Cortex-A9 800 Mhz CPU capacity, at least 512MB RAM or more, speedy copy/print up to 40 ppm mono, Fast scanning up to 40/23 ipm Mono/Color, duplex 32/16 ipm, warm up time of 17 seconds or less. • Should support Air Print and mopria certified, provide for low temperature fuser system, semiconductor laser writing Method. • Paper Capacity: 250 sheets (Cassette) + 100 sheets (MPT) for standard, 850 sheets (Main Unit + 250 sheets PF-1100 x2 + MPT) for maximum load. • Duplex Printing: at least A5R - A4/Legal paper size • Supply with drivers and appropriate documentation 	9
2	Warranty	3/3/3 system warranty includes three years of parts, three years of labor, three years of onsite support coverage including routine maintenance.	3 years
3	Other appropriate accessories	Extension cables: 1 Smart with at least 5 ports and Surge protector	6
		Provide any other appropriate accessories including cables and connecting items.	Assorted
4	Service	The service provider should carry out all Installations, Configurations and set up activities	

LOT 3: SUPPLY AND DELIVERY OF LAPTOPS AND ALL IN ONE DESKTOPS.**3a. Supply and delivery of All in One Desktops**

S/N	ITEM	MINIMUM REQUIREMENTS	BIDDER'S RESPONSE
1.	Computer device	<p>The computers should have the following minimum or better of these features: Processor: Intel Core i5 and at least 12th Generation or better (at least 3.2 GHz, quad core or better) Ram: 8GB DDR4 expandable to 16 GB Storage: at least 512GB or more-Solid State Drive Adapters: Integrated 10/100/1000 GbE LAN network interface, inbuilt wireless capability Optical drive: DVD+/-R(W) Display: At least 24" TFT with FHD with a front camera</p>	
2	Computer software	<p>Windows 11 Pro 64 (preinstalled with Windows 10 Pro 64 Downgrade) with media kit-Government license found in Microsoft portal registered with IT Manager user email address.</p> <p>Application software: MS Office 2019 Pro 64 bit or latest version delivered as a softcopy (licenses provided with an installation link or hardcopy in a disk kit (license sealed). NB: One-off license terms</p> <p>Endpoint-Security software:</p> <ul style="list-style-type: none"> - Defense for PC, Linux, Mac, Android, iOS - Mobile Threat Defense - Defense for application and terminal servers - Defense for web gateways and email servers - Application, Web & Device Controls for PCs - Behavior Detection, Remediation Engine - Vulnerability Assessment & Exploit Prevention - Environment variable permissions and HIPS - AMSI, Microsoft Active Directory, Syslog, RMM, PSA, EMM integration - Sandbox and EDR Optimum integration - Web, Email threat protections and controls for servers - Adaptive Anomaly Control and Patch Management - Encryption and OS-built-in encryption management 	
3	Warranty/ support	At least one (1) year hardware warranty.	
4	Other appropriate accessories	<p>UPS: at least 1,000 VA Minimum 700Watts -Tower Model, Must be Smart.Intelligent and efficient network power protection from entry level to scalable runtime. Pure sine wave output on battery: Simulates utility power to provide the highest degree of compatibility for active PFC (power factor corrected) computers and other electronics. LCD Status Display: Provides key UPS status at a glance. Multiple status indicators with load and battery bar graphs.</p>	

		Extension cables: Smart with at least 5 ports and Surge protector	
		Provide any other appropriate accessories.	

3b. Supply and delivery of laptops

MINIMUM SPECIFICATIONS FOR BRANDED LAPTOPS- QUANTITY -50 NO.			
NO.	ITEM	SPECIFICATIONS	BIDDER'S RESPONSE
1.	Brand and Model No.	Specify	
2.	Operating System	Windows 11 Pro 64 (preinstalled with Windows 10 Pro 64 Downgrade) with media kit-Government license found in Microsoft portal registered with IT Manager user email address.	
3.	Processor and core logic	12 th Generation Intel core i5-1235U, (E-Core Max 3.30 GHz, P-Core Max 4.40 GHz with Turbo Boost, 10 Cores, 12 Threads, 12 MB Cache)	
4.	Memory	8 GB DDR4-3200MHz	
5.	Storage	512 GB SSD M.2 2280 PCIe TLC	
6.	Display/Graphics	14" Full HD (1920 x 1080/1200) Micro-edge Non-touch Display Webcam With privacy shutter	
7.	Audio (On board)	Integrated HD Audio Speakers.	
8.	Networking/Wireless LAN	Ethernet, 802.11g, Fast Ethernet,Gigabit Ethernet,RJ-45 Connector 10/100/1000-Mbps,Intel® Wi-Fi 6E AX211 2x2 AX & Bluetooth® 5.1 or above	
9.	Input Method	In-built- Keyboard, Touchpad, Spill Resistant	
10.	External Mouse	Genuine Branded wireless mouse	
11.	Ports and Connectivity (In-built)	2 x USB-A, 1 x USB USB-C 3.2 Gen 1, 1 x HDMI, 1 x RJ45 Connector, 1 x Headphone/Microphone Combo, Optional Sim Card slot-1	
12.	Power	100-240 VAC 50-60 Hz, 3 Wire Plug	
13.	Warranty	3-year warranty-All Parts & Labor including consumables replacements (batteries and adaptors)	
14.	Case/Bag	Genuine Targus Bag Pack (Attach brochure)	
15.	Office	MS Office 2019 Pro 64 bit or latest version delivered as a softcopy(licenses provided with an installation link or hardcopy in a disk kit (license sealed). NB: One-off license	
16.	Compliance Energy Efficiency	ENERGY STAR Certified	
17.	Photo of the item	Attach brochures	
18.	Authorization Dealership	Attach Manufacturer Authorization form	

19.	Battery	Not less than 50Whr	
20.	External	External Smart card reader: SD Card, SDHC Card, SDXC Card, optional fingerprint reader USB-C to HDMI/VGA/Ethernet/USB3.0 Adapter	
21.	Security Software	Endpoint Security software: <ul style="list-style-type: none">- Defense for PC, Linux, Mac, Android, iOS- Mobile Threat Defense- Defense for application and terminal servers- Defense for web gateways and email servers- Application, Web & Device Controls for PCs- Behavior Detection, Remediation Engine- Vulnerability Assessment & Exploit Prevention- Environment variable permissions and HIPS- AMSI, Microsoft Active Directory, Syslog, RMM, PSA, EMM integration- Sandbox and EDR Optimum integration- Web, Email threat protections and controls for servers- Adaptive Anomaly Control and Patch Management- Encryption and OS-built-in encryption management	

4. Drawings

These Bidding Documents includes **NO** drawings.

5. Inspections and Tests

Inspection and Acceptance tests shall be done at the bidder's yard and at the purchaser offices after installation. The cost of inspection and acceptance tests shall be the bidders cost. The following inspections and tests shall be performed:

Inspections

- 4.1.1 The supplier has the primary responsibility for conducting the Commissioning Acceptance Tests and the go-live Operational Acceptance Test(s) for the ERP System.
- 4.1.2 The Vendor MUST design and develop detailed functional test specifications and scripts that cover all possible business scenarios with the help of business users for all the modules.
- 4.1.3 The vendor must participate in the User Acceptance Testing processes and be available for consultation during this process.
- 4.1.4 The vendor must implement results of all test activities conducted during the project
- 4.1.5 The Vendor MUST design, develop, manage and conduct Integration System Testing (IST).
- 4.1.6 The scope and results of this testing must be presented to CWWDA for approval.
- 4.1.7 The Vendor MUST provide test reports on all conducted tests.

Pre-commissioning Tests

- 4.2.0 In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must design, develop, manage and conduct Performance and Volume Testing on the System and its Subsystems before installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).
- 4.2.1 The scope and results of this testing must be presented to CWWDA for Approval.
- 4.2.2 The Vendor MUST provide test reports on all conducted tests.

4.3 Operational Acceptance Tests

- 4.3.0 Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) MUST design, develop and conduct regression testing following the correction of problems identified during the testing cycle on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

PART 3 - Contract

Section VIII. General Conditions of Contract

Table of Clauses

1. Definitions	186
2. Contract Documents	187
3. Fraud and Corruption	187
4. Interpretation	187
5. Language	188
6. Joint Venture, Consortium or Association	188
7. Eligibility	188
8. Notices	188
9. Governing Law	188
10. Settlement of Disputes	189
11. Inspections and Audit by the AFD	189
12. Scope of Supply	189
13. Delivery and Documents	189
14. Supplier’s Responsibilities	189
15. Contract Price	189
16. Terms of Payment	190
17. Taxes and Duties	190
18. Performance Security	190
19. Copyright	191
20. Confidential Information	191

21. Subcontracting	192
22. Specifications and Standards	192
23. Packing and Documents	192
24. Insurance	193
25. Transportation	193
26. Inspections and Tests	193
27. Liquidated Damages	194
28. Warranty	194
29. Patent Indemnity	195
30. Limitation of Liability	196
31. Change in Laws and Regulations	196
32. Force Majeure	197
33. Change Orders and Contract Amendments	197
34. Extensions of Time	198
35. Termination	198
36. Assignment.....	199
37. Export Restriction.....	199

Section VIII. General Conditions of Contract

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “AFD” means the Agence Française de Développement;
 - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
 - (e) “Day” means calendar day;
 - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (g) “GCC” means the General Conditions of Contract;
 - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract;
 - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC);
 - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC;
 - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract;
 - (l) “SCC” means the Special Conditions of Contract;
 - (m) “Subcontractor” means any natural person, private or state entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;

- (n) “Supplier” means the natural person, private or state entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement;
 - (o) “The Project Site,” where applicable, means the place named in the SCC.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption**
- 3.1 The AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 to the SCC.
- 4. Interpretation**
- 4.2 If the context so requires it, singular means plural and vice versa.
- 4.3 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms;
 - (b) The terms CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.4 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.5 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.6 Nonwaiver
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract;

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 All Goods and Related Services to be supplied under the Contract and financed by the AFD shall have their origin in any eligible source as specified in the **SCC**. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC**.

- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by the AFD**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices

- quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country as specified in the **SCC**, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the

Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) The Purchaser or Supplier need to share with the AFD or other institutions participating in the financing of the Contract;
- (b) Now or hereafter enters the public domain through no fault of that party;
- (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto

prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin;

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser;

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their named place of destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' named place of destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

- 24. Insurance**
- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, and/or at the Goods' named place of destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and

expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent

improvements in design and materials, unless provided otherwise in the Contract.

- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of named place of destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the named place of destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced

thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
- 30. Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is

located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery; and
- (d) The Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight

(28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) If the Supplier fails to perform any other obligation under the Contract; or

(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those

undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective;
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the AFD that it has completed all formalities in a timely manner, including applying for permits, authorizations and

licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: Kenya
GCC 1.1(j)	The Purchaser is: Coast Water Works Development Agency Mikindani Street, Off Nkrumah Road P.O. Box 90417-80100 Mombasa-Kenya Tel. 254-041-2315230, 0731-231523, 0741-086895 e-mail: info@cwvda.go.ke, procurement@cwvda.go.ke
GCC 1.1 (o)	The Project Site(s)/Named Place of Destination(s) is/are: CWVDA offices: Head Office-Mombasa, Tiwi, Mazaras & Baricho
GCC 4.2	The meaning of the trade terms shall be as prescribed by Incoterms. The version edition of Incoterms shall be Incoterms 2010 However, the definition of the place and date associated with "delivery" is modified as follows: <ul style="list-style-type: none"> (a) Under "CIP" Incoterms defines "delivery" as the place and date where risk transfers from the seller to the buyer. (b) In these Bidding Documents, when using "CIP" and not referring to the transfer of risk, the term "delivery" shall be interpreted as the date and place where the Goods and Related Services arrive at the named place of destination, and this date shall be reflected in the Delivery and Completion Schedule.
GCC 5.1	The governing and communication language shall be English
GCC 7.1	Goods and services from countries under embargo from France, the European Union or the United Nations are not eligible.

GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Coast Water Works Development Agency Mikindani Street, Off Nkrumah Road P.O. Box 90417-80100 Mombasa-Kenya Tel. 254-041-2315230, 0731-231523, 0741-086895 e-mail: info@cwvda.go.ke, procurement@cwvda.go.ke</p>
GCC 9.1	<p>The governing law shall be the law of: The Republic of Kenya</p>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>(a) Contract with foreign Supplier:</i></p> <p>GCC 10.2—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>(b) Contracts with Supplier national of the Purchaser's country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Kenya</p>
GCC 13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or by electronic way previously agreed between parties the full details of the shipment, including Contract number, description of Goods, quantity, the mode of transport, the bill of lading number and date, place of loading, date of shipment, place of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and two (2) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two (2) copies of nonnegotiable bill of lading; (iii) Copies of the packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate of origin. <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>

	<p>For Goods from within the Purchaser’s country:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) delivery note, railway receipt, or truck receipt; (iii) Manufacturer’s or Supplier’s warranty certificate; (iv) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and (v) certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment: N/A</p>
<p>GCC 16.1</p>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: Twenty five (25) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser; (ii) On Shipment: Forty (40) percent of the Contract Price of the Goods shipped shall be paid [through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country], upon submission of documents specified in GCC Clause 13; (iii) On Commissioning and Acceptance: Thirty five (35) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance and commissioning certificate issued by the Purchaser upon setups, configurations, customizations, migration of historical data and validation, training, User acceptance testing and commissioning (iv) After commissioning, system licenses will be paid annually and maintenance will be paid annually in two installments. <p>Payment of local currency portion shall be made in Kenya Shillings within thirty (30) days of presentation of claim supported by a certificate from the Purchaser</p>

	<p>declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Kenya Shillings, as follows:</p> <p>(i) Advance Payment: Twenty-five (25) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser;</p> <p>(ii) On Delivery: Forty (40) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13;</p> <p>(iii) On Commissioning and Acceptance: The remaining thirty-five (35) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance and commissioning certificate for the respective delivery issued by the Purchaser upon setups, configurations, customizations, migration of historical data and validation, training, User Acceptance testing and commissioning.</p> <p>(iv) After commissioning, system licenses will be paid annually and maintenance will be paid annually in two installments.</p>
GCC 16.1	<p>Payment to the Supplier of the amounts due in each currency shall be made into the following bank accounts:</p> <p><i>[insert bank account details at the time of contract signing]</i></p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 45 days.</p> <p>The interest rate for payments in foreign currency that shall be applied is LIBOR + 1%;</p> <p>Local Currency: Central Bank of Kenya prevailing base lending rate at the date of tender opening</p>
GCC 17.3	<p>The following taxes, duties and fees exemptions apply to the Contract: The purchasr shall apply for tax exemptions</p>
GCC 18.1	<p>The amount of the Performance Security shall be:</p> <p>Lot 1 – 10% of the award price Lot 2 - 10% of the award price</p>
GCC 18.3	<p>The Performance Security shall be in the form of:</p> <p>Shall be in the form of: banker's cheque or Bank Guarantee from a reputable bank with validity up to 28 days beyond the completion date. The Performance security shall be denominated in Kenya Shillings</p>

GCC 18.4	Discharge of the Performance Security shall take place: not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: indicated in sub clause GCC 23.2
GCC 24.1	The insurance coverage shall be as specified in the Incoterms 2010 If not in accordance with Incoterms, insurance shall be as follows: N/A
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms 2010 If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
GCC 25.2	Incidental services to be provided are: The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, configurations, maintenance, and/or repair of the supplied Goods."
GCC 26.1	The inspections and tests shall be: At the cost of the bidder and on compliance to technical specifications and performance or as specified in Section VII

GCC 26.2	<p>The Inspections and tests shall be conducted at:</p> <ul style="list-style-type: none"> i. Hardware inspections at the bidder’s local yard at the cost of the bidder before delivery ii. Software configurations, installations, tests at the Purchasers office for commissioning at the cost of the bidder iii. Hardware configurations and customizations at the Purchasers office at the cost of the bidder
GCC 27.1	The liquidated damage shall be: 0.5% of the contract price per week
GCC 27.1	<p>The maximum amount of liquidated damages shall be:</p> <p>Maximum deduction: 10% of the contract price</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: as indicated in sub clause GCC 28.3</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>Coast Water Works Development Agency Mikindani Street, Off Nkurumah Road, Mombasa, Kenya.</p> <p><i>Sample provision</i></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4;
GCC 28.5 and GCC 28.6	The period for repair or replacement shall be: 14 days.

Appendix 1 to Special Conditions of Contract - Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Suppliers, contractors, subcontractors, consultants or subconsultants permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
 - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- (b) A Public Officer shall be construed as meaning:
 - (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

- (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- (c) Corruption of a private person means:
- (i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
 - (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices mean:
- (i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- (a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- (b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier;
 P_0 = Contract Price (base price);
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent;
 b = estimated percentage of labor component in the Contract Price;
 c = estimated percentage of material component in the Contract Price;
 L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively;
 M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

- $a = [insert\ value\ of\ coefficient]$
 $b = [insert\ value\ of\ coefficient]$
 $c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = $[insert\ number\ of\ weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment;
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the

ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above;

- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance	212
Contract Agreement	213
Performance Security (Bank Guarantee)	215
Advance Payment Security	216

Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** _____

This is to notify you that your Bid dated _____*[insert date]* for execution of the _____*[insert name of the contract and identification number,*
as given in the SCC] for the Contract Price of _____*[insert amount in*
numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Institution: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made

the [insert **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the State of {insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) The Letter of Acceptance;
 - (b) The Bid Submission Form and Appendix to Bid Submission Form (including the signed Statement of Integrity);
 - (c) The Addenda Nos. _____ (if any);
 - (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) The Specification (including Schedule of Requirements and Technical Specifications);
 - (g) The completed Bidding Forms (including Price Schedules);
 - (h) Any other document listed in GCC as forming part of the Contract.
3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Performance Security (Bank Guarantee)

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the advance payment for purposes other than toward delivery of Goods; or
- (b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount,

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

has been certified for payment, or on the *[insert date⁸]*., whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁸ *Insert the Delivery date of the Goods at the named place of destination stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”*